

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE TORRES

-----X
BAYVIEW SHIPPING CO. S.A.,
SKYVIEW MARINE CO. S.A., and
GULFVIEW SHIPPING CO. S.A.

Plaintiffs,

- against -

PHILADELPHIA ENERGY SOLUTIONS
REFINING AND MARKETING LLC

Defendant.
-----X

19 CV 6737

19-cv_____

VERIFIED COMPLAINT

Plaintiffs, BAYVIEW SHIPPING CO. S.A. (“Bayview”), SKYVIEW MARINE CO. S.A. (“Skyview”), and GULFVIEW SHIPPING CO. S.A. (“Gulfview”) (collectively referred to as “Plaintiffs”), by and through their attorneys, Tisdale Law Offices, LLC, as and for their Verified Complaint against the Defendant, PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC (“Defendant” or “PES”), allege, upon information and belief, as follows:

JURISDICTION AND VENUE

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1333 since the claims for which security is sought arise out of charter parties, the breach of which gives rise to a maritime claim.

2. As will be discussed more fully herein, Plaintiffs have commenced New York arbitration against Defendant in accordance with the Federal Arbitration Act 9 U.S.C. § 1 *et seq.* by appointing an arbitrator and demanding that Defendant do the same.

3. The arbitration proceedings arise out of three (3) charter parties each between the three (3) named Plaintiffs and Defendant. True copies of the fixture recaps and special clauses evidencing these charter parties are attached hereto as and will be specifically identified *infra*.

4. Venue is proper in this district because there is or will be during the pendency of this action property due and owing to the Defendant within this district and in the hands of a non-party garnishee, namely Bank of America, N.A. ("Bank of America") which has an office and place of business within this Judicial District.

5. It is believed that non-party Garnishee Bank of America may be holding property subject to this maritime attachment since Defendant PES banks with Bank of America and has paid Plaintiffs from its New York Bank of America account in the past, as will be more fully discussed herein.

PARTIES

6. Plaintiff Skyview is a foreign corporation organized and existing under foreign law with a manager with an office and principal place of business in Greece.

7. Plaintiff Gulfview is a foreign corporation organized and existing under foreign law with a manager with an office and principal place of business in Greece.

8. Plaintiff Bayview is a foreign corporation organized and existing under foreign law with a manager with an office and principal place of business in Greece.

9. Defendant PES has a principal place of business in Philadelphia, PA and is organized and exists under Delaware law.

DEFENDANT PES' BREACHES OF THE CHARTER PARTIES

M.T. APACHE CHARTER PARTY

10. On or about February 22, 2019, Plaintiff Bayview entered into a charter party in which it agreed to charter the M.T. APACHE, a petroleum tanker, to Defendant PES in accordance with the fixture recap attached hereto as **Exhibit 1**. The charter party consists of a fixture recap, the Sun Clauses, and the ASBATANKVOY form.

11. While loading cargo in performance of the charter party at Djeno Terminal in the Republic of the Congo, cargo dues were incurred in the amount of \$146,295.40.

12. Paragraph 4 under the "Special Provisions" of the fixture recap dated February 22, 2019 provides that these expenses are for the Charterer's (Defendant PES) account.

13. In accordance with the charter party dated February 22, 2019, Plaintiff Bayview invoiced Defendant PES for these charges in the amount of \$146,295.40. A true and accurate copy of the invoice and the supporting documentation is attached hereto as **Exhibit 2**.

14. Despite due demand, as of the date of the filing of this Verified Complaint, Defendant PES has not satisfied this invoice.

15. The applicable "Sun Clauses" (attached hereto as **Exhibit 3**) of the charter party provide that the initiator of the claim may commence arbitration in the City of New York or the US District Court for the Eastern District of Pennsylvania. As the initiating party, Plaintiff Bayview commenced arbitration in New York on July 18, 2019 to recover the cargo dues outstanding. See Bayview Demand for Arbitration, attached hereto as **Exhibit 4**.

M.T. RUNNER CHARTER PARTY

16. On or about March 21, 2019, Plaintiff Gulfview entered into a charter party in which it agreed to charter the M.T. RUNNER, a petroleum tanker, to Defendant PES in

accordance with the fixture recap attached hereto as **Exhibit 5**. The charter party consists of a fixture recap, the Sun Clauses, and the ASBATANKVOY form.

17. While loading cargo in performance of the charter party at Djeno Terminal in the Republic of the Congo, cargo dues were incurred in the amount of \$140,343.86.

18. Paragraph 4 under the “Special Provisions” of the fixture recap dated March 21, 2019 provides that these expenses are for the Charterer’s (Defendant PES) account.

19. In accordance with the charter party dated March 21, 2019, Plaintiff Gulfview invoiced Defendant PES for these charges in the amount of \$140,343.86. A true and accurate copy of the invoice and the supporting documentation is attached hereto as **Exhibit 6**.

20. Despite due demand, as of the date of the filing of this Verified Complaint, Defendant PES has not satisfied this invoice.

21. The applicable “Sun Clauses” of the charter party (**Exhibit 3**) provide that the initiator of the claim may commence arbitration in the City of New York or the US District Court for the Eastern District of Pennsylvania. As the initiating party, Plaintiff Gulfview commenced arbitration in New York on July 18, 2019 to recover the cargo dues outstanding. See Gulfview Demand for Arbitration, **Exhibit 7**.

M.T. SPEEDWAY CHARTER PARTY

22. On or about April 10, 2019, Plaintiff Skyview entered into a charter party in which it agreed to charter the M.T. SPEEDWAY, a petroleum tanker, to Defendant PES in accordance with the fixture recap attached hereto as **Exhibit 8**. The charter party consists of a fixture recap, the Sun Clauses, and the ASBATANKVOY form.

23. In the process of performing the voyage pursuant to the charter party, Plaintiff Skyview was required to heat the cargo and incurred \$45,504.60 of expenses associated with the heating.

24. Defendant PES is responsible for these expenses in accordance with the charter party and the documentation attached to the invoices sent to Defendant PES. A true and accurate copy of the invoices with supporting documentation is attached hereto as **Exhibit 9**.

25. Despite due demand, Defendant PES has failed to satisfy this outstanding amount.

26. Plaintiff Skyview is also entitled to demurrage¹ incurred as a result of delays at the loading and discharge ports.

27. The Laytime Statement, Statement of Facts, and other supporting documentation attached hereto as **Exhibit 9** establish that Plaintiff Skyview is entitled to \$124,739.77 in demurrage as a result of delays for the account of Defendant PES.

28. Invoice Number 8013 for the outstanding demurrage was sent to Defendant PES on May 30, 2019. To date, no portion of the \$124,739.77 has been paid despite due demand. Further, Defendant has not expressed any issues or disputes with Plaintiff Skyview's calculation of same.

29. The applicable "Sun Clauses" of the charter party (**Exhibit 3**) provide that the initiator of the claim may commence arbitration in the City of New York or the US District Court for the Eastern District of Pennsylvania. As the initiating party, Plaintiff Gulfview commenced arbitration in New York on July 18, 2019 to recover the cargo dues outstanding. See Skyview Demand for Arbitration, **Exhibit 10**

¹ Demurrage is a form of liquidated damages which the Charterer (Defendant PES) pays the ship owner (Plaintiff Skyview) for its delayed operations of loading/unloading. The charter party provides for demurrage and the method of calculating same.

FACTS COMMON TO ALL CHARTER PARTIES

30. All three (3) charter parties discussed above are composed of nearly identical fixture recaps, the same “Sun Clauses,” and the ASBATANKVOY form.

31. All three (3) charter parties call for arbitration of “any and all differences and disputes that cannot be resolved between the parties” in either the United States District Court for the Eastern District of Pennsylvania or arbitration in the City of New York, at the option of the initiator of the proceeding.

32. Plaintiffs have commenced arbitration in New York by appointing their arbitrator on July 18, 2019.

33. In maritime arbitration proceedings, arbitrators routinely award prevailing parties their attorneys’ fees, the arbitrators’ fees, and costs. This is consistent with Clause 24 of the ASBATANKVOY form which provides that the arbitrators may award the prevailing party its attorneys’ fees and costs.

RULE B MARITIME ATTACHMENT

34. Given the factual background set out above, Defendant PES is liable in damages to pay the following sums to Plaintiffs:

A.	SPEEDWAY:	\$45,504.60
		\$124,739.77
B.	RUNNER:	\$140,343.86
C.	APACHE:	\$146,295.40
D.	TOTAL PRINCIPAL CLAIM:	\$456,883.63
E.	Interest (5 % compounded quarterly for 1 year):	\$23,276.09
F.	Plaintiffs’ Anticipated Attorneys’ Fees	\$75,000

G.	Arbitrator's Anticipated Fees	\$50,000
H.	Total:	\$605,159.72

35. Upon information and belief, non-party Garnishee Bank of America has offices and places of business this Judicial District. Bank of America is a banking institution with offices throughout the United States.

36. Upon information and belief, Defendant PES holds bank accounts or other assets at Bank of America in this District.

37. On or about May 30, 2019, Defendant PES sent funds due and owing to Plaintiffs from its "Bank of America, N.A. – New York, NY- United States of America" bank account.

38. Since Defendant PES has sent substantial prior payments to Plaintiffs from its New York Bank of America account, Plaintiffs believe that Bank of America may be holding funds, accounts, credits, or other property of Defendant PES.

39. Upon information and belief, Garnishee Bank of America holds property belonging to Defendant PES in this District.

40. Plaintiff seeks security for its already filed New York arbitration proceedings.

41. Although Defendant PES is registered to do business in New York with the Division of Corporations, it cannot be found within the district within the meaning of Supplemental Admiralty Rule B.

42. As stated on its website, Defendant PES' headquarters is in Philadelphia, PA. Further, the attached website printout indicates that PES operates the largest refining complex on the Eastern Seaboard. See **Exhibit 11**. None of these facilities are in the Southern District of New York.

43. As demonstrated by the attached affidavit, Plaintiff has attempted to search for the Defendant in this Judicial District, but has been unable to locate any offices or other conditions that would subject Defendant to being “found” within the District.

44. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of a garnishee within the District including but not limited to BANK OF AMERICA, N.A.

45. The Plaintiff seeks an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any property of the Defendant held by BANK OF AMERICA, N.A. or any other garnishees within the District for the purpose of obtaining security for the now pending arbitration proceedings.

WHEREFORE, Plaintiffs pray:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint, failing which default judgment be entered against it in the sum of **US \$605,159.72**

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits,

letters of credit, bills of lading, funds, effects, debts and monies, tangible or intangible, or any other funds up to the amount of US \$605,159.72 belonging to, due or being transferred to, from, or for the benefit of the Defendant PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of BANK OF AMERICA, N.A. or any banking/financial institutions and/or other institutions or such other garnishees to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Verified Complaint.

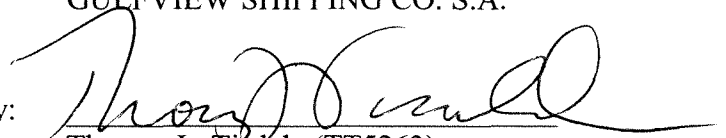
C. That this Court award Plaintiffs the attorneys' fees and costs incurred in this action; and

D. That the Plaintiffs have such other, further and different relief as the Court deems just, proper and equitable.

Dated: New York, NY
July 19, 2019

Attorneys for Plaintiffs,
BAYVIEW SHIPPING CO. S.A.,
SKYVIEW MARINE CO. S.A., and
GULFVIEW SHIPPING CO. S.A.

By:



Thomas L. Tisdale (TT5263)
Timothy J. Nast (TN 8578)
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New York, NY 10036
Tel: 212-354-0025
ttisdale@tisdale-law.com
tnast@tisdale-law.com

ATTORNEY'S VERIFICATION

State of Connecticut)
) ss.: Southport
County of Fairfield)

1. My name is Thomas L. Tisdale.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney at Tisdale Law Offices, LLC, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiffs

Dated: July 19, 2019
 Southport, CT

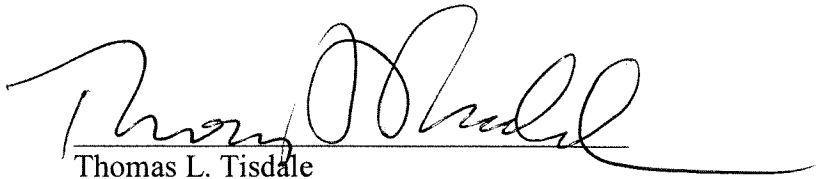

Thomas L. Tisdale

EXHIBIT 1

POTEN AND PARTNERS, INC.

TO : PES
ATTN : YIYI SHI

TO : TRITON SHIPPING
ATTN : JOE MILON

FROM : PETER PERRI

SUBJECT: APACHE/PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING, LLC – C/P
22 FEBRUARY 2019

WE ARE PLEASED TO CONFIRM THE FOLLOWING VESSEL WITH ALL SUBJECTS
LIFTED AS FOLLOWS:

THE CHARTER PARTY CONSISTS OF THIS RECAP, THE ASBATANKVOY FORM AND THE SUN
RIDER CLAUSES REFERRED TO BELOW. IN THE EVENT OF CONFLICT BETWEEN THE
PROVISIONS SET OUT HEREIN, THE PRINTED TERMS OF THE CHARTER PARTY FORM AND THE
SUN RIDER CLAUSES, THE ORDER OF PREFERENCE SHALL BE (1) THIS RECAP, (2) THE SUN
RIDER CLAUSES (AS AMENDED BY THIS RECAP) AND (3) THE ASBATANKVOY FORM (AS
AMENDED BY THIS RECAP).

-----TITLE-----

CHARTERER : PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.
OWNER :

BAYVIEW SHIPPING CO. S.A.
C/O NEREUS SHIPPING S.A.
35-39 AKTI MIAOULI, PIRAEUS, GR 185-35, GREECE
TEL: 30 210 429 2262-6
FAX: 30 210 429 2466
TELEX: 211451 / 212751 / 21
EMAIL: PIRAEUS@NEREUSHIP.GR

COMMERCIAL OPERATOR :

NEREUS SHIPPING S.A.
35-39 AKTI MIAOULI STREET, 185-35,
PIRAEUS, GREECE
TEL: 30 210 4292262
FAX: 30 4292334 / 334
EMAIL: PIRAEUS@NEREUSHIP.GR

BROKER : POTEN AND PARTNERS, INC.
C /P FORM : ASBATANKVOY
C/P DATE : 22 FEBRUARY 2019

-----VESSEL-----

VESSEL : APACHE
FLAG : GREEK
DWT:(METRIC TONS) 158,594 M/T
DRAUGHT: 17.168 M
LOA: 274.17 M
BEAM: 48 M
BUILT: MAY 24, 2016
CAPACITY AT 98 %: 169,459 M3 EXCL. SLOPS
SLOP TANK AT 98 %: 3,431 M3
SBT: YES
CBT: N/A
COW: YES
COATED: NO
IGS: YES
TPC: 107.70 MT
BCM: 137.57 M
KTM: 51.40 M COLLAPSABLE TO 50.00 M
COILED: YES
CLASS: ABS
P AND I CLUB: LONDON STEAMSHIP
GRT: 81,413.00 MT
HULL TYPE: DOUBLE HULL
TVE EXPIRATION DATE: DECEMBER 31, 2019
H + M - USD 95,000,000
LAST SIRE INSPECTION : NOVEMBER 7, 2018 / SUNGAI, MALAYSIA / KOCH
FRESH SIRE WAS PERFORMED ON 8TH FEBRUARY, 2019 AT
ALGECIRAS, SPAIN BY MOTOROIL
(NOT UPLOADED IN SIRE DATABASE YET)

LAST 5 CARGOES/CHARTERERS

KOLE CRUDE / CEP
BRASS CRUDE / PETROINEOS
WTI / CASTLETON CL
AZERI CRUDE / IRVING
ZAFIRO CRUDE / LITASCO

INTAKES OF NKOSSA CRUDE : BASIS API 39.7 :

55 FT SWAD – 1,049,000 BBLs OR 137,500 MT AT 16.0 M SWEK OR 52 FT 06 INCH
40 FT FWAD - 725,000 BBLs OR 95,000 MT
39 FT FWAD - 699,000 BBLs OR 91,600 MT
38 FT FWAD – 675,000 BBLs OR 88,500 MT

VESSEL IS FITTED WITH A HIGH LEVEL ALARM SYSTEM

=====CARGO=====

CARGO QUANTITY: PART CARGO MINIMUM 130,000 MT ALWAYS CONSISTENT WITH 55' SWAD
AT DISPORT,

NO DEADFREIGHT FOR CHARTERER'S ACCOUNT PROVIDED MINIMUM
QUANTITY SUPPLIED,
CHARTERER'S OPTION TO FULL CARGO.

FREIGHT ALWAYS TO BE MADE ON B/L QTY BUT MINIMUM 130,000 M/T

GRADE(S): CRUDE OIL(S)

SEGREGATION: MAX 2 GRADES WVNS.

HEAT: NO HEAT - AS AN OPTION

CHARTS OPTION TO INSTRUCT VESSEL TO MAINTAIN LOADED TEMP OR TO HEAT UP TO MAX 125 DEG F

AND PAYING ACTUAL COST OF BUNKERS CONSUMED AND TO BE PAID UPON RECEIPT OF MASTERS DOCUMENTED INVOICE"

=====DATES=====

LAYDAYS: 7- 11 MARCH 2019 (0001-1600 HRS) A TWO DAY LAYCAN IN CHARTERERS OPTION
DECLARABLE BY 1200 HRS NY FEBRUARY 25, 2019

CURRENT POSITION: FOC, VESSEL IS DRIFTING OFF LIBERIA.

ETA BASIS: DJENO – 26TH FEBRUARY 2019 AM HRS LT - AGW

=====GEOGRAPHICAL=====

LOAD: 1/2 SAFE PORT(S) PLACES WAF (NIGERIA – ANGOLA RANGE) EXCLUDING INNER BERTHS

DISCHARGE: 1/2 SAFE PORTS USAC IF NYNNGWB EXCLUDING FLORIDA, MAINE, MARYLAND + NORTH CAROLINA.

AND/OR: 1/2 SAFE PORTS USG PORT(S) EXCLUDING LOOP AND FLORIDA.

AND/OR: 1/2 SAFE PORTS CARIBS EXCLUDING CUBA,ORINOCO,HAITI AND ST. CROIX BUT INCLUDING PUERTO RICO/ BAHAMAS/

ST.LUCIA/ TRINIDAD/ ST. EUSTATIUS/ CAYMAN ISLAND/AND CAICOS ISLAND.

AND/OR: 1/2 SAFE PORTS ECC ALWAYS WIWL

OR: 1/2 SAFE PORTS UKC (G-H RANGE)

OR: 1/2 SAFE PORTS EUROPEAN MED NEOBI GREECE EXCLUDING ALBANIA, YUGOSLAVIA AND FORMER YUGO

(ALWAYS IN GEOGRAPHICAL ROTATION)

(MAX 3 PORTS TOTAL LOAD / DISCHARGE)

=====FINANCIAL=====

FREIGHT RATE: WS 62.5 - IF USG DISCHARGE
WS 65 - IF USAC/CARIBS DISCHARGE
WS 67.5 - IF ECC/UKC-MED DISCHARGE

2019 WS TO APPLY

OVERAGE IF ANY AT 50% OF FIXING

TOTAL LAYTIME ALLOWED: PER WS

DEMURRAGE RATE: USD 27,500 PDPR

LADEN SPEED: VESSEL TO PERFORM LADEN VOYAGE AT 13 KTS UPTO 14 KTS WSNP IN CHARTERERS OPTION.

FREIGHT PAYABLE TO: IN U.S. DOLLARS VIA TELEGRAPHIC TRANSFER TO:

CITIBANK NA, LONDON BRANCH
CGC CENTRE, CANARY WHARF E14 5LB-LONDON-UK
SWIFT : CITIGB2L
IBAN : GB83CITI18500817727313
ACCOUNT NUMBER : 17727313
CURRENCY : USD
ACCOUNT NAME : NEREUS SHIPPING SA
USD CORRESPONDENT BANK : CITIBANK NA, NEW YORK
SWIFT/BIC : CITIUS33

=====COMMISSION=====

1.25 PCNT ADDRESS (SEE SUN COMMISSION CLAUSE NO. 28)
1.25 PCNT TO POTEN AND PARTNERS, INC. ON FREIGHT/DEADFREIGHT/DEMURRAGE

=====WAIVER OF SIGNED CHARTER PARTY=====

THE PARTIES AGREE THAT THE SIGNED CHARTER PARTY COUNTERPARTS WILL NOT BE EXCHANGED. INSTEAD, EACH WILL CONFIRM, IN WRITING (INCLUDING BY FAX OR TELEX), THAT THE TERMS SET OUT HEREIN ARE ACCEPTED.

=====SPECIAL PROVISIONS=====

1. THE FOLLOWING REVISIONS TO PARTS I AND II OF THE ASBATANKVOY ARE AGREED BY THE PARTIES:

PART 1 (L) DELETE AS AMENDED CL.7

PART 1 (K): THE PARTIES SELECT NEW YORK.

PART II, CLAUSE 6, LINE 2: DELETE "LETTER, TELEGRAPH, WIRELESS OR TELEPHONE" AND INSERT "IN WRITING (INCLUDING BY FAX OR E-MAIL)"

PART II, CLAUSE 14(A): IN THE LAST SENTENCE, REPLACE THE WORDS "TIME OCCUPIED" WITH THE WORDS
"ADDITIONAL TIME OCCUPIED (AS COMPARED TO THE VPYAGE ORIGINALLY INTENDED)"

PART II, CLAUSE 21: ADD THE FOLLOWING SENTENCE AT THE END OF THE CLAUSE:
"CHARTERER SHALL HAVE A LIEN ON THE VESSEL FOR ANY AMOUNTS DUE FROM OWNER TO CHARTERER HEREUNDER."

PART II, CLAUSE 26: THIS CLAUSE IS DELETED IN ITS ENTIRETY.

2. DELAY AT DISCHARGE PORT CLAUSE:

IF VESSEL IS DELAYED AT DISPORT AS A RESULT OF HOSTILITIES, THEN ALL TIME TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF VESSEL IS ON DEMURRAGE.

3. EXXON D+A CLAUSE

4. ANY TAXES AND/OR DUES AND OR LEVIES ON CARGO AND/OR FREIGHT AND OR VESSEL AT LOAD OR DISCHARGE PORT NOT COVERED UNDER WORLDSCALE TO BE FOR CHARTERER'S ACCOUNT.

5. OWNER WARRANTS VESSEL HAS A CLOSED LOADING SYSTEM.

6. GABONESE TAX CLAUSE - 'IF GABON, GABONESE SHIPPING COUNCIL TAX TO BE FOR CHARTERERS ACCOUNT.'

7. VESSEL TO ARRIVE LOADPORT WITH CLEAN BALLAST

8. SUN WEST AFRICA BALLAST CLAUSE.

OWNER WARRANTS VESSEL WILL ARRIVE AT LOAD PORT WITH SUFFICIENT CLEAN BALLAST ON BOARD (APPROXIMATELY 30 PCT OF SDWT) FOR PROPER MANEUVERABILITY. OWNER FURTHER WARRANTS VESSEL IS ABLE TO DEBALLAST AND LOAD CARGO SIMULTANEOUSLY WITH TWO VALVE SEGREGATION WHILE MAINTAINING 30 PER CT OF SUMMER DEADWEIGHT AND WITH THE VESSEL'S PROPELLER AND RUDDER PROPERLY IMMERSED AT ALL TIMES. ALL DELAYS, LOSSES AND EXPENSES INCURRED DUE TO VESSEL'S NON COMPLIANCE WILL BE FOR OWNER'S ACCOUNT.

9. ANY TIME AND OR EXPENSE IN OBTAINING A VALID TVE CERTIFICATE TO DISCHARGE IN U.S. TO BE FOR OWNER'S ACCOUNT.

10. OWNER/MASTER WARRANTS THAT THE H2S CONTENT AND MERCAPTAN LEVEL IN EACH CARGO TANK PRIOR TO ARRIVAL AT LOADPORT WILL NOT EXCEED TERMINAL REGULATIONS.

11. OWNER'S NIGERIAN CLAUSE:

"ANY DELAYS IN OBTAINING NIGERIAN TASK FORCE PERMISSION TO ENTER OR LEAVE NIGERIAN

WATERS TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE IF ON DEMURRAGE.

ANY TAXES AND /OR DUES AND/OR LEVIES ON CARGO AND/OR FREIGHT BUT NOT LIMITED TO

NIGERIAN CONSERVANCY DUES, NIGERIAN HARBOUR DUES, OIL TERMINAL DUES, WHARFAGE, NMA

(NATIONAL MARITIME AUTHORITY) FEE, AND ANY OTHER ITEMS AS PER WORLDSCALE PREAMBLE 12

AND /OR FIXED AND /OR VARIABLE RATE DIFFERENTIALS AS PER WORLDSCALE TO BE SETTLED BY THEM DIRECTLY.

ANY DELAYS IN NIGERIA DUE TO LOCKOUTS, STRIKES, RESTRAINTS, WORK TO RULE, GO-SLOW, CIVIL

UNREST TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF ON DEMURRAGE.

12. OWNER WILL COMPLY WITH THE APPLICABLE U.S. CUSTOMS REGULATION 19 CFR 4.7 (B) (2) AND

OBTAIN AND ACTIVELY CODE 3 CUSTOMERS BORDER AND PATROL INTERNATIONAL CARRIER

BOND PRIOR TO ARRIVAL AT THE UNITED STATES OR UNITED STATES TERRITORY DISPORT.

13. IF LOADING GAMBA, OWNERS CONFIRM VESSEL MUST/WILL ARRIVE AT LOADPORT WITH DEADWEIGHT

NOT TO EXCEED 150,000 MT.

14. NORTH AMERICA ECA CLAUSE: (N/A – ALREADY INCORPORATED INTO THE 2017 WORLD SCALE)

IF VESSEL IS INSTRUCTED TO CALL A PORT WITHIN ECA,
THEN CHARTERERS TO PAY LADEN LEG ONLY AS PER WORLDSALE AGAINST MASTERS
STATEMENT/SHIPS LOG. IF VESSEL HAS TO PASS THROUGH AN ECA ZONE TO REACH
NOMINATED PORT THEN CHARTERERS TO PAY THAT PORTION WHILE VESSEL IS IN
ECA AREA AGAINST MASTERS STATEMENT/SHIPS LOG

15. TRADE AND ECONOMIC SANCTIONS AND ANTI-CORRUPTION COMPLIANCE CLAUSE:

1. OWNER REPRESENTS AND WARRANTS THAT NEITHER THE VESSEL, NOR OWNER, OWNER'S SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER, IS A PARTY IDENTIFIED ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS; THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS LIST OR ENTITY LIST; THE U.S. STATE DEPARTMENT'S DEBARRED LIST, OR ANY OTHER SIMILAR LIST OF PROHIBITED OR DENIED PARTIES MAINTAINED BY THE U.S. GOVERNMENT, OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS (A "BLOCKED PERSON"). OWNER FURTHER WARRANTS THAT NEITHER OWNER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER IS ORGANIZED UNDER THE LAWS OF, ACTING AT THE DIRECTION OF, OR OPERATING UNDER THE FLAG OF, ANY COUNTRY SUBJECT TO A COMPREHENSIVE EMBARGO OR SANCTIONS PROGRAM OF THE UNITED STATES OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
2. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH ALL APPLICABLE TRADE AND ECONOMIC SANCTIONS LAWS AND REGULATIONS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
3. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH THE BRIBERY AND OTHER ANTI-CORRUPTION LAWS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS. APPLICABLE BRIBERY AND ANTI-CORRUPTION LAWS INCLUDE, BUT ARE NOT LIMITED TO, THE U.S. FOREIGN CORRUPT PRACTICES ACT, THE U.K. BRIBERY ACT AND BRAZIL'S CLEAN COMPANIES ACT.
4. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CHARTERER, ITS SHAREHOLDERS (INCLUDING PES AND ICBC STANDARD BANK PLC), SUBSIDIARIES AND AFFILIATES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THEM (COLLECTIVELY, THE "CHARTERER INDEMNIFIED PARTIES"), FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, COST, DAMAGE, EXPENSE, FINE, JUDGMENT, LIABILITY OR PENALTY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ATTORNEYS FEES AND COSTS OF COURT OR ARBITRATION) (COLLECTIVELY, "COSTS") ARISING OUT OF OR RESULTING FROM OWNER'S BREACH OF THIS ADDITIONAL SPECIAL PROVISION.

16. INTERNATIONAL SHIP & PORT FACILITY SECURITY CODE / MTSa:

1. OWNER SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (TOGETHER, THE "ISPS CODE") RELATING TO THE VESSEL AND "THE COMPANY" (AS DEFINED BY THE ISPS CODE). IF TRADING TO OR FROM THE UNITED STATES OR PASSING THROUGH UNITED STATES WATERS, OWNER SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE U.S. MARITIME TRANSPORTATION SECURITY ACT 2002 (THE "MTSA") RELATING TO THE VESSEL AND THE "OWNER" (AS DEFINED BY THE MTSa).

2. UPON REQUEST, OWNER SHALL PROVIDE CHARTERER WITH A COPY OF THE RELEVANT INTERNATIONAL SHIP SECURITY CERTIFICATE (OR THE INTERIM INTERNATIONAL SHIP SECURITY CERTIFICATE) AND THE FULL-STYLE CONTACT DETAILS OF THE COMPANY SECURITY OFFICER ("CSO").
3. EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGES, EXPENSE OR DELAY (EXCLUDING CONSEQUENTIAL LOSS, DAMAGES, EXPENSE OR DELAY) CAUSED BY THE FAILURE OF OWNER OR THE COMPANY/OWNER TO COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE/MTSA OR THIS SECTION 12 SHALL BE FOR OWNER'S ACCOUNT, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD CHARTERER, ITS AGENTS AND THE CARGO OWNER HARMLESS THEREFROM. ANY DELAY CAUSED BY SUCH FAILURE SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE.
4. CHARTERER SHALL PROVIDE OWNER AND THE SHIP SECURITY OFFICER ("SSO")/MASTER WITH ITS FULL-STYLE CONTACT DETAILS AND, UPON REQUEST, ANY OTHER INFORMATION OWNER REQUIRES TO COMPLY WITH THE ISPS CODE/MTSA.
5. PROVIDED THAT THE DELAY IS NOT CAUSED BY OWNER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THE ISPS CODE/MTSA (IN WHICH CASE ANY DELAY CAUSED BY SUCH FAILURE SHALL BE FOR OWNER'S ACCOUNT AND SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE), ANY DELAY RESULTING FROM MEASURES IMPOSED BY A PORT FACILITY OR BY ANY RELEVANT AUTHORITY UNDER THE ISPS CODE/MTSA THAT ARE BEYOND THE REASONABLE CONTROL OF OWNER AND CHARTERER SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE, WITH DEMURRAGE CALCULATED AT 50% OF THE DEMURRAGE RATE.
6. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS CHARTER, ANY ADDITIONAL COSTS OR EXPENSES WHATSOEVER SOLELY ARISING OUT OF OR RELATED TO SECURITY REGULATIONS OR MEASURES REQUIRED BY THE PORT FACILITY OR ANY RELEVANT AUTHORITY AT THE LOADING OR DISCHARGE PORT IN ACCORDANCE WITH THE ISPS CODE/MTSA AND TO WHICH OWNER AND THE VESSEL WOULD NOT BE SUBJECT BUT FOR THE TRADING OF THE VESSEL TO SUCH LOADING OR DISCHARGE PORT, INCLUDING, BUT NOT LIMITED TO, SECURITY GUARDS, LAUNCH SERVICES, VESSEL ESCORTS, SECURITY FEES OR TAXES AND INSPECTIONS, SHALL BE FOR CHARTERER'S ACCOUNT, UNLESS SUCH COSTS OR EXPENSES RESULT SOLELY FROM A FAILURE BY OWNER TO COMPLY WITH THIS CHARTER PARTY, AN ACT OR OMISSION OF THE MASTER OR CREW, THE PREVIOUS TRADING OF THE VESSEL, THE NATIONALITY OF THE CREW OR THE IDENTITY OF OWNER'S MANAGERS. ALL MEASURES REQUIRED BY OWNER TO COMPLY WITH THE SHIP SECURITY PLAN SHALL BE FOR OWNER'S ACCOUNT.
7. IF EITHER PARTY MAKES ANY PAYMENT THAT IS FOR THE OTHER PARTY'S ACCOUNT ACCORDING TO SPECIAL PROVISION 16, THE OTHER PARTY SHALL INDEMNIFY THE PAYING PARTY.
8. WHEN THE VESSEL CALLS IN THE UNITED STATES, INCLUDING ANY U.S. TERRITORY, THE FOLLOWING PROVISIONS SHALL APPLY WITH RESPECT TO ANY APPLICABLE SECURITY REGULATIONS OR MEASURES:
 - (a) **REPORTING** – THE VESSEL OR ITS AGENTS SHALL REPORT AND SEND ALL NOTICES AS REQUIRED TO OBTAIN ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES. ANY DELAY CAUSED BY THE FAILURE TO SO REPORT SHALL BE FOR OWNER'S ACCOUNT, UNLESS SUCH FAILURE TO REPORT IS CAUSED BY OR ATTRIBUTABLE TO CHARTERER OR ITS REPRESENTATIVES OR AGENTS INCLUDING, BUT NOT LIMITED TO, THE SHIPPER AND/OR RECEIVER OF THE CARGO.
 - (b) **CLEARANCES** – UNLESS CAUSED BY OWNER'S ACT OR FAILURE TO ACT IN COMPLIANCE WITH THIS CHARTER PARTY, ANY DELAY SUFFERED OR TIME LOST IN OBTAINING THE ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE; PROVIDED THAT THE DEMURRAGE RATE TO BE APPLIED IN ANY CASE

WHERE DELAY IS NOT CAUSED BY CHARTERER'S NEGLIGENCE SHALL BE CALCULATED AT 50% OF THE DEMURRAGE RATE.

- (c) **EXPENSES** – ANY EXPENSES OR ADDITIONAL FEES RELATING TO THE CARGO, EVEN IF LEVIED AGAINST THE VESSEL, THAT ARISE OUT OF THE SECURITY MEASURES IMPOSED AT THE LOADING PORT AND/OR THE DISCHARGE PORT AND/OR ANY OTHER PORT TO WHICH CHARTERER ORDERS THE VESSEL, SHALL BE FOR CHARTERER'S ACCOUNT.

17. BASIC VESSEL REQUIREMENTS: (APRIL 2015)

THE VESSEL SHALL BE SUITABLE IN EVERY WAY FOR LOADING AND DISCHARGING THE CARGO AT THE DECLARED LOADING AND DISCHARGE PORTS AND TERMINALS, AND SHALL COMPLY IN FULL WITH ALL APPLICABLE PROCEDURES, RULES AND REGULATIONS OF SUCH LOADING AND DISCHARGING PORTS AND TERMINALS. OWNER WARRANTS THAT THE VESSEL IS NOT, AND IS NOT OWNED, CONTROLLED OR AFFILIATED WITH, A BLOCKED PERSON (AS DEFINED IN SECTION 14.1 HEREOF). ANY COSTS, EXPENSES, FINES OR PENALTIES INCURRED BY OWNER OR CHARTERER BY REASON OF THE VESSEL NOT BEING OF THE ABOVE DESCRIPTION AND TIME LOST THEREBY SHALL BE FOR OWNER'S ACCOUNT.

18. SEIZURE AND ARREST: (APRIL 2015)

IF THE VESSEL IS SEIZED, ARRESTED OR OTHERWISE DETAINED BY A THIRD PARTY NOT ARISING FROM ANY ACT OR OMISSION OF CHARTERER, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CHARTERER FOR ALL DAMAGES, LOSSES, CLAIMS, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM, AND ANY TIME LOST SHALL NOT COUNT AS LAYTIME.

19. FOR FREIGHT CALCULATION PURPOSES, THE PLACE OF LIGHTERING SHALL NOT CONSIDERED A DISCHARGE PORT

OR DISCHARGE BERTH WHETHER OR NOT DESIGNATED AS SUCH BY WORLDSCALE OR OTHER ORGANIZATIONS HAVING JURISDICTION, PROVIDED THE DESIGNATED LIGHTERING AREA IS A CUSTOMARY LIGHTERING ANCHORAGE FOR THAT DISCHARGE PORT.

THE FOLLOWING SUN CLAUSES DATED JUNE 12, 1998 NO. 1-34 WITH ALTERATIONS AND DELETIONS AS LISTED BELOW ARE HEREBY INCORPORATED IN THIS CHARTER PARTY.

1. HOURS/TERMS/CONDITIONS:

LINE 2: AFTER 'CONDITIONS' ADD 'AS AMENDED' LAYTIME PER WS

2. ARBITRATION OF SMALL CLAIMS: REVISED 4/20/15

THE PARTIES AGREE, THAT ANY DISPUTES RELATING TO CLAIMS OF \$50,000 OR LESS IN THE AGGREGATE THAT ARE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THIS CHARTER SHALL BE GOVERNED BY THE SHORT FORM ARBITRATION PROCEDURE ADOPTED BY THE SOCIETY OF MARITIME ARBITRATORS.

3. GENERAL AVERAGE: REVISED 4/20/15

GENERAL AVERAGE SHALL BE ADJUSTED, STATED AND SETTLED ACCORDING TO YORK/ANTWERP RULES, 1974, AS AMENDED 1994, WHICH RULES SHALL BE DEEMED TO BE A PART OF THIS CHARTER PARTY, AND AS

TO MATTERS NOT PROVIDED FOR BY THOSE RULES, ACCORDING TO THE LAWS AND USAGES AT THE PORT OF NEW YORK.

4. CARGO RETENTION CLAUSE:

DELETE IN IT'S ENTIRETY INSERT' AMOCO CARGO RETENTION CLAUSE AFTER 'FREE FLOWING' INSERT 'LIQUID AND PUMPABLE'.

5. COMPLIANCE WITH REQUIREMENTS:(REVISED APRIL 2015)

OWNER WARRANTS THAT IT IS A MEMBER OF THE INTERNATIONAL TANKER OWNER POLLUTION FEDERATION, LIMITED(ITOPF) AND WILL COMPLY WITH ALL APPLICABLE U.S.FEDERAL, STATE, AND LOCAL AND ALL FOREIGN LAWS, INTERNATIONAL TREATIES AND CONVENTIONS, TREATIES, PROTOCOLS OR OTHER AGREEMENTS RELATED TO THE NAVIGATION, MANAGEMENT, HANDLING OR OPERATION OF THE VESSEL AND APPLICABLE TERMINAL RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, CUSTOMS REGULATIONS; THE OIL POLLUTION ACT OF 1990; ALL APPLICABLE PORT RULES AND REGULATIONS; AND WILL HAVE AND CARRY ABOARD THE VESSEL A U.S.FEDERAL MARITIME COMMISSION CERTIFICATE OF FINANCIAL RESPONSIBILITY (OIL POLLUTION) AS ISSUED BY THE UNITED STATES COAST GUARD, AND A CERTIFICATE OF INSURANCE AS DESCRIBED IN THE CIVIL LIABILITY CONVENTION FOR OIL POLLUTION DAMAGE. IN NO CASE SHALL CHARTERER BE LIABLE FOR USED LAYTIME, DEMURRAGE, OR OTHER DELAY AS A RESULT OF OWNER'S FAILURE TO COMPLY WITH THE AFOREMENTIONED OBLIGATIONS, AND ANY LOSSES, DIRECT EXPENSES OR DIRECT DAMAGES ARISING AS A RESULT OF SUCH FAILURE TO COMPLY WITH THIS CLAUSE WILL BE FOR OWNER'S ACCOUNT. THIS DOES NOT RELEASE CHARTERERS FROM THEIR RESPONSIBILITY TO NOMINATE VESSEL TO AND CLEAR THE VESSEL WITH ALL LOAD AND DISCHARGE PORT(S)/TERMINALS(S) PRIOR TO LIFTING SUBJECTS.

6. INSURANCE: (REVISED APRIL 2015) –

OWNER WARRANTS THAT FROM THE TIME THE VESSEL IS OBLIGATED TO PROCEED TO THE LOADING

PORT(S) AND THROUGHOUT THE VESSEL'S SERVICE UNDER THIS CHARTER PARTY, OWNER

SHALL MAINTAIN THE FOLLOWING INSURANCE WITH RESPECT TO THE VESSEL AT OWNER'S EXPENSE:

1. HULL AND MACHINERY INSURANCE INCLUDING COLLISION LIABILITY IN AN AMOUNT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, ~~THE UNDERWRITERS OF SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER;~~
2. PROTECTION AND INDEMNITY INSURANCE ON A FULL ENTRY BASIS WITH AN INTERNATIONAL GROUP P&I CLUB, SUCH INSURANCE TO INCLUDE, BUT NOT BE LIMITED TO: COVERAGE IN RESPECT OF LOSS OF OR DAMAGE TO THE CARGO; COVERAGE FOR INJURIES TO OR DEATH OF MASTERS, MATES AND CREW; COLLISION LIABILITIES NOT INSURED UNDER THE H&M POLICY; EXCESS COLLISION LIABILITIES; CARGO LEGAL LIABILITIES; AND POLLUTION LIABILITIES. THE LIMIT OF SUCH INSURANCE SHALL BE AS ESTABLISHED BY THE RULES OF THE INTERNATIONAL GROUP OF P&I CLUBS EXCEPT FOR POLLUTION LIABILITIES, WHICH SHALL BE LIMITED TO THE MAXIMUM POLLUTION LIMIT OFFERED THROUGH THE P&I CLUBS OF THE INTERNATIONAL GROUP (CURRENTLY US \$1 BILLION). ~~CHARTERER SHALL BE NAMED AS AN ADDITIONAL ASSURED ON ALL P&I CLUB ENTRIES (SUBJECT TO MISDIRECTED ARROW CLAUSE), AND THE P&I CLUB SHALL WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER; AND~~

3. HULL AND P&I WAR RISK INSURANCE WITH A LIMIT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, ~~SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER.~~
OWNER SHALL PROVIDE TO CHARTERER, ON REQUEST, EVIDENCE OF SUCH INSURANCE. ~~ANY EXTRA INSURANCE ON FREIGHT AND/OR CARGO, DUE TO VESSEL'S AGE, CLASSIFICATION, AND/OR FLAG, IS FOR OWNER'S ACCOUNT, AND CHARTERER SHALL HAVE THE RIGHT TO "DEDUCT" SUCH EXTRA INSURANCE COSTS FROM FREIGHT DUE OWNER.~~
7. POLLUTION PREVENTION AND RESPONSIBILITY:
LINE 11 DELETE FROM THE WORD "ANY" THROUGH LINE 13 TO THE WORD "EXPENSE".
8. DISPUTE RESOLUTION:
9. ETA:
10. CLEAN BALLAST:
11. BUNKER:
12. DIVERSION:
13. CARGO SHIFTING CLAUSE:
14. SUN SPEED CLAUSE:
LINE 2 INSERT ' SEE MAIN TERMS ABOVE'
LINE 4 TO 13 DELETE IN IT'S ENTIRETY
15. HEATING:
ADD 'AT CHARTERERS OPTION'
DELETE ANY REFERENCE TO '135' INSERT '125'
AT END ADD FOLLOWING 'ANY COST FOR RAISING CARGO TEMPERATURE
TO BE PAID BY CHARTERERS UPON RECEIPT OF MASTER'S INVOICE' (SEE MAIN BODY OF C/P).
16. CHANGE OF DESTINATION/BILL OF LADING INDEMNITY CLAUSE:
17. AGENCY: (REVISED APRIL 2015):
IT IS UNDERSTOOD AND AGREED CHARTERER RESERVES THE RIGHT TO APPOINT AGENTS WHOSE FEES ARE COMPETITIVE WHO WILL
ACT AS THE AGENT FOR, AND BE SOLELY RESPONSIBLE TO, THE VESSEL ENTERING AND CLEARING THE LOAD/DISCHARGE PORT(S).
SUCH AGENTS, ALTHOUGH APPOINTED BY CHARTERER, SHALL BE PAID BY OWNER.
18. BOARDING CLAUSE:
19. SURVEY AND SAMPLE:
20. LIGHTERING:
LINES 8/9 DELETE 'ONE HALF' INSERT 'FULL',
21. PUMPING:
LINE 3 DELETE (OR PRO RATA TIME FOR A PART CARGO)
LINE 9 AFTER WORD 'MANIFOLD' INSERT 'PROVIDED SHORE FACILITIES PERMIT'
LINE 10 INSERT 'COWING'
DELETE LAST SENTENCE OF CLAUSE

22. CRUDE OIL WASHING:

INSERT AT END 'OVER AND ABOVE THAT SPECIFIED IN VESSEL'S COW MANUAL'.

23. IGS DEPRESSURIZATION:

24. CLAIMS:

LINE 5 DELETE 'THIRTY (30)' AND INSERT 'SIXTY (60)'

LINE 7 DELETE 'SIXTY(60)' AND INSERT 'NINETY (90)'

25. LAYTIME-DEMURRAGE EXCEPTIONS REVISED APRIL 2015):

NOTWITHSTANDING ANYTHING IN PARTS I OR II TO THE CONTRARY, THE FOLLOWING TIME PERIODS SHALL NOT BE

CHARGED AGAINST LAYTIME, USED LAYTIME OR TIME ON DEMURRAGE, WHETHER OR NOT LIGHTERING HAS OCCURRED:

1. ALL THE TIME BETWEEN EARLY ARRIVAL NOR AT LOAD PORT AND 0600 ON THE FIRST DAY OF LAYDAYS, UNLESS THE VESSEL

BERTHS EARLIER WITH CHARTERER'S CONSENT;

2. THE FIRST SIX (6) HOURS AFTER NOR AT ALL OTHER LOAD AND DISCHARGE PORTS, UNLESS THE VESSEL BERTHS EARLIER;

3. ALL TIME PROCEEDING FROM ANY FIRST ANCHORAGE TO THE FIRST BERTH AT EACH PORT UNTIL THE VESSEL IS

SECURELY MOORED AT THE DESIGNATED LOADING / DISCHARGE BERTH IN ALL RESPECTS READY TO LOAD OR DISCHARGE

CHARTERER'S CARGO, IN FREE PRATIQUE, CUSTOMS AND IMMIGRATION CLEARED;

4. ALL TIME SPENT DISCHARGING BALLAST WATER OR SLOPS, UNLESS CONCURRENT WITH CARGO OPERATIONS, BUT ONLY

TO THE EXTENT IT DOESN'T INTERFERE WITH OR OTHERWISE NEGATIVELY AFFECT CARGO OPERATIONS;

5. ALL TIME LOST DUE TO ANY OTHER CAUSE ATTRIBUTABLE TO THE "DIRECT" FAULT OF OWNER, THE VESSEL,

HER MASTER OR CREW, OR AGENTS OR SUBCONTRACTORS OF OWNER.

26. WEATHER:

DELETE WORD 'LIGHTERING'

27. SLOP:

28. ADDRESS COMMISSION:

29. WAR RISK: (WHERE APPLICABLE)

LINE 4: DELETE "ON THE DATE OF THIS CHARTER" INSERT " 19 FEBRUARY 2019 "

30. EARLY LOADING:

31. HALF TIME

32. BREACH

33. ISM CLAUSE:

34. YEAR 2000 WARRANTY – DELETE IN IT'S ENTIRETY

END OF RECAP

THANK YOU FOR YOUR SUPPORT AND COOPERATION.

KIND REGARDS,

PETER PERRI

POTEN AND PARTNERS, INC.

EXHIBIT 2

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE
35/39 AKTI MIAOULI

DATE : 17th May, 2019

INVOICE № : 7997

VOY. № : 21/19

Messrs. PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

% Messrs. POTEN AND PARTNERS, INC

M.T. "APACHE" - CP 22.02.2019

**Cargo dues at Djeno Terminal (09.03.2019-10.03.2019) for
Charterers account as per supporting Documents:**

SOCOTRAMP DUES (EUR 130,195.78)*

US.\$ 146,295.40

* 1EUR=1.123657

CITIBANK NA, LONDON BRANCH
CGC CENTRE, CANARY WHARF E14 5LB-LONDON-UK
SWIFT :CITIGB2L
IBAN: GB83CITI18500817727313
ACCOUNT NUMBER: 17727313
CURRENCY: USD
ACCOUNT NAME: NEREUS SHIPPING SA
USD CORRESPONDENT BANK : CITIBANK NA, NEW YORK
SWIFT/BIC : CITIUS33

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE
35/39 AKTI MIAOULI

DATE : 17th May, 2019

INVOICE № : 7997
VOY. № : 21/19

Messrs. PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

% Messrs. POTEN AND PARTNERS, INC

M.T. "APACHE" - CP 22.02.2019	
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CITIBANK NA, LONDON BRANCH
CGC CENTRE, CANARY WHARF E14 5LB-LONDON-UK
SWIFT :CITIGB2L
IBAN: GB83CIT118500817727313
ACCOUNT NUMBER: 17727313
CURRENCY: USD
ACCOUNT NAME: NEREUS SHIPPING SA
USD CORRESPONDENT BANK : CITIBANK NA, NEW YORK
SWIFT/BIC : CITIUS33

MINISTÈRE DES TRANSPORTS, DE L'AVIATION CIVILE
ET DE LA MARINE MARCHANDE

Conseil Congolais des chargeurs
Direction Générale

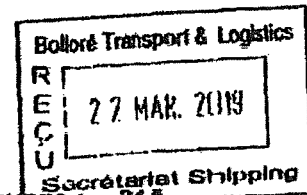
BP: 741 - Tél.: 294.03.43 - Fax: 294.03.46
Pointe-Noire

REPUBLIQUE DU CONGO
Unité - Travail - Progrès

Pointe-Noire, le 15/03/2019

FACTURE N°: 0022720190315TEH

EXPORT



N° Voyage : 24A

NAVIRE : APACHE

PAVILLON : GREEK

ARMATEUR : BAYVIEW SHIPPING CO. S.A PANAMA

CONSIGNATAIRE : BOLLORE TRANSPORT & LOGISTICS CONGO

DATE DE DEPART : 2019-03-10

FF0191049

DGID

CONSEIL CONGOLAIS DES CHARGEURS

C.C.C.
REGIME PNR



Nature de m/ses	Condi.	Qté	Comm. parti. 60%	% red	Qté taxée	Taux com.	Montant (XAF)
HYDROCARBURE	Vrac	122 541,143	73 584,685	0	73 584,685	380,778	28 547 588
MONTANT TOTAL							28 547 588

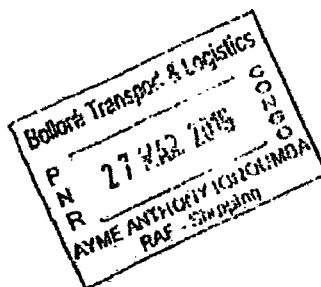
MONTANT € →

40 471,539

Arrêté la présente facture à la somme de FCFA : Vingt-six millions cinq cent quarante-sept mille cinq cent quatre-vingt-huit.

Le Directeur Général p.i.

et p.d



Geraldine NSEMI

40.471.54 +
89.724.24 +

31

Conditions de paiements: les factures relatives à la commission de participation sont é
fixant les modalités de perception de la commission de participation et de la redevance.

Source de données: EXPORT 20190311-234688
CONSEIL CONGOLAIS DES CHARGEURS

PIC : AU CAPITAL DE 300.000.000 Millions FCFA

NIU : M2006110000069140

RCPM : 2004 3023 du 14/01/2014

Régime d'imposition réel / Résidence fiscale UGE PNR

Total:

130.195.78 *

rr EA 6719 du 25 octobre 2007

POINTE - NOIRE
levard Charles de GAULLE
Face Grande Poste
Centre ville

Voucher no: 013

**SOCOTRAM**

Siège Social
5, Avenue Dr Denis LOEMBA
Centre Ville "A"
Immeuble Les Manguiers
BP 4922 POINTE NOIRE
République du Congo
Tél : (242) 628 01 82
(242) 628 01 80
E-mail : ecotram@socotram.com

FF01190876

DGID

SOCIÉTÉ CONGOLAISE DES TRANSPORTS SOCOTRAM
ENTRÉE PAR

2017120051100051012200021659

BOLLORE AFRICA LOGISTICS

B.P. 816 POINTE NOIRE
REPUBLIQUE DU CONGO

Pointe Noire le : 11/03/19

NU : M 2006 11 00 08 646 122

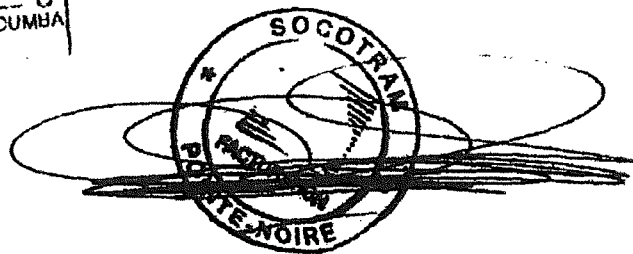
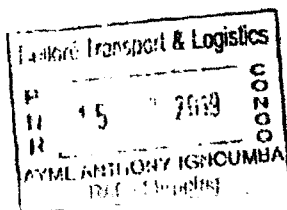
FACTURE N° : FC1900381 EO/CHMT N°412

ARMEMENT : BAYVIEW SHIPPING CO SA

NAVIRE MT APACHE VOY 21A DU 11/03/2019

Désignation	Qtd	U	Tx Redevance	% SOCOTRAM	Montant HT CFA	Montant HT EURO
REDEVANCE 40% SOCOTRAM BRUT	122 641,143	TM	1,829	40%	58 855 239	89 724,26

Virement à effectuer en faveur de SOCOTRAM auprès de la
BANQUE DELUBAC & CIE, 10 rue Roquépine, 75008
Paris, France, Code BANQUE 12879, GUICHET 00001,
NUMERO DE COMPTE 22112037834, Clé 24, Code IBAN
FR76 1287 9000 0122 1120 3783 424, BIC
DELUFR22XXX Banque Intermediaire. NATIXIS SA.
BIC/SWIFT Code: NATXFRPP



	Total TTC
Total en CFA :	58 855 239
Total en EURO :	89 724,233

Arrêté la présente facture à la somme de : Cinquante huit millions huit cent cinquante cinq mille deux cent trente neuf

F C

Conditions de règlement : le 21/03/19

58 855 23

Société Congolaise de Transport Maritime

Société Anonyme au capital de 100 000 000 F cfa - RCCMCG/PNR/08 B 342 - LCB : Compte N° 15 606-6001/90 - BCI : Compte N° 0500 123 1660/27

(19)

EXHIBIT 3

From: Triton Shipping [Triton@Tritonshipping.com]
Sent: 10 March 2005 18:37
To: Chartering Mailbox
Cc: GREECE
Subject: FW: Sun/Neuses Clauses

TO: CHART LONDON FROM: CHART NY 3/10/05
CC: PP/SHIP ACCS

RE: SUN/ NEREUS/CLAUSES.
PER YOUR REQUEST HERE ARE CURRENT SUN CLAUSES WE USE IN E-MAIL FORM.

-----SPECIAL PROVISIONS-----

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY INCORPORATED IN THIS CP.

1. ASBATANKVOY PART 1(L)-DELETE AS PER AMENDED SUN CLAUSE 7.
2. OWNER WARRANTS VESSEL HAS A CLOSED LOADING SYSTEM IN GOOD WORKING ORDER.
3. VESSEL TO ARRIVE LOADPORT WITH CLEAN BALLAST.
4. ANY TIME AND OR EXPENSE IN OBTAINING A VALID TVE CERTIFICATE CERTIFICATE TO BE FOR OWNER,S ACCOUNT.
5. OWNER/MASTER WARRANTS THAT THE H2S CONTENT AND MERCAPTAN LEVEL IN EACH CARGO TANK PRIOR TO ARRIVAL AT LOADPORT WILL NOT EXCEED TERMINAL REGULATIONS.
6. ANY TAXES AND OR DUES AND OR LEVIES ON CARGO AND/OR FREIGHT AND/OR VESSEL AT LOAD OR DISCHARGE PORT NOT COVERED UNDER WORLDSCALE TO BE FOR CHARTERER,S ACCOUNT.
7. DELAY AT DISCHARGE PORT CLAUSE - IF VESSEL IS DELAYED AT DISPORT AS A RESULT OF HOSTILITIES, THEN ALL TIME TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF VESSEL IS ON DEMURRAGE.
8. GABONESE SHIPPING COUNCIL TAX TO BE FOR CHARTERERS ACCOUNT.
9. SUN WEST AFRICA BALLAST CLS: OWNER WARRANTS VESSEL WILL AT LOAD PORT WITH SUFFICIENT CLEAN BALLAST ON BOARD (APPROXIMATELY 30 PCT OF SDWT) FOR PROPER MANEUVERABILITY. OWNER FURTHER WARRANTSVESSEL IS ABLE TO DEBALLAST AND LOAD CARGO SIMULTANEOUSLY WITH TWO VALVE SEGREGATION WHILE MAINTAINING 30 PCT OF SUMMER DEADWEIGHT AND WITH THE VESSEL'S PROPELLER AND RUDDER PROPERLY IMMersed AT ALL TIMES. ALL DELAYS, LOSSES AND EXPENSES INCURRED DUE TO VESSEL'S NON COMPLIANCE WILL BE FOR OWNERS ACCOUNT.

SUN
VOYAGE CHARTERS
TANKERS
CHARTER PARTY FORM ASBATANKVOY
CLAUSES REVISED 3/18/97

1. HOURS/TERMS/CONDITIONS: All "WORLDSCALE" hours, terms and conditions

as
per
WS.

as amended are applicable to this Charter Party. The word "safe" used in Part I and II shall require only that the Charterer use due diligence to order the Vessel only to places which the Master considers safe for the Vessel. The U.S. Carriage of Goods by Sea Act, 46 USCA 1300 et seq., shall apply to this contract. Laytime

2. GENERAL AVERAGE/ARBITRATION: In New York. The parties agree that any disputes relating to claims of \$50,000 or less in the aggregate that are submitted to arbitration in accordance with this charter shall be governed by the Short Form arbitration procedure adopted by the Society of Maritime Arbitrators.

3. YORK/ANTWERP RULES, 1974, AMENDED 1994 , shall be deemed to be a part of this Charter Party.

4. CARGO RETENTION CLAUSE: (Deleted and replaced with Amoco Cargo Retention Cl)

AMOCO CARGO RETENTION CLAUSE:

IN THE EVENT THAT ANY CARGO REMAINS ON BOARD UPON COMPLETION OF DISCHARGE, CHARTERER SHALL HAVE THE RIGHT TO DEDUCT FROM FREIGHT AN AMOUNT EQUAL TO THE FOB PORT LOADING VALUE OF SUCH CARGO PLUS FREIGHT DUE WITH RESPECT THERETO, PROVIDED THAT THE VOLUME OF CARGO REMAINING ON BOARD IS FREE FLOWING LIQUID AND PUMPABLE AS DETERMINED BY AN INDEPENDENT PETROLEUM INSPECTOR. ANY ACTION OR LACK OF ACTION IN CONNECTION WITH THIS PROVISION SHALL BE WITHOUT PREJUDICE TO ANY RIGHTS OR OBLIGATIONS OF THE PARTIES.

5. COMPLIANCE WITH REQUIREMENTS:
(NEW WORDING)

Owner warrants that it is a member of the International Tanker Owner Pollution Federation, Limited, (ITOPF) and will comply with all applicable U.S. federal, state, local, and all foreign laws, international treaties and conventions, treaties, protocols, or other agreements related to the navigation, management, handling, or operation of the vessel, and applicable terminal rules and regulations including, but not limited to, customs regulations; the Oil Pollution Act of 1990; all applicable local port rules and regulations; and will have and carry aboard the Vessel a U.S. Federal Maritime Commission Certificate of Financial Responsibility (Oil Pollution), and a certificate of insurance as described in the Civil Liability Convention for Oil Pollution Damage. In no case shall Charterer be liable for used laytime, demurrage, or other delay as a result of Owner's failure to comply with the aforementioned obligations, and any direct losses, expenses or damages arising as a result of such failure to comply with this clause will be for Owner's Account.

6. INSURANCE CLAUSE: Owner warrants that it has in place coverage for oil pollution of U.S. \$1 billion with its P & I Club or other security device acceptable to Charterer and that this coverage will remain in effect throughout the period of this charter. Any extra insurance on freight and/or cargo, due to Vessel's age, classification, and/or flag, is for Owner's account and Charterer shall have the right to deduct such extra insurance costs from freight due Owner.
7. POLLUTION PREVENTION AND RESPONSIBILITY:

Owner warrants that they are a member of itopf and will remain so during the term of this charter.
8. DISPUTE RESOLUTION: any and all differences and disputes that cannot be resolved between the parties shall be subject to litigation in the u.s. district for the eastern district of pennsylvania or in arbitration in the city of new york, at the option of the initiator of the proceeding.

the parties submit to the jurisdiction selected above.

in the event arbitration is the selected mode, to the extent not in conflict with this article, part ii, article 26 of the asbatankvoy charter shall apply.

If during the arbitration, but prior to the award, a party-appointed arbitrator should be unable to continue for any reason, the nominating party shall promptly select an alternate. If the chairperson or a sole arbitrator is unable to continue for any reason, the parties or their nominees will pick an alternate within fourteen (14) days after notice and failing agreement, the selection shall be made by the chief judge of any court of competent jurisdiction.
9. ETA CLAUSE: Where applicable, the Vessel shall give Charterer an estimated time of arrival (ETA) immediately upon sailing from the prior discharge port and/or Charterer's load port. The Vessel shall give the Charterer, and the load and discharge terminals ETA 120/72/48/24 hours, where applicable, in advance of arrival. Should the Owner not comply with the above, any delay, cost or expense at either load or discharge port as a result shall be for Owner's account. The vessel shall not give notice of arrival (NOR) before the first day of the laydays, unless Charterer gives its prior written approval.
10. CLEAN BALLAST: Owner warrants that the Vessel will arrive at the

designated load port(s) with clean ballast, failing which, any losses, costs and expenses which Charterer sustains shall be for Owner's account.

11. BUNKER CLAUSE: Owner warrants that the Vessel will sail from the load port(s) with sufficient bunkers to perform the entire intended voyage, and failing that, any losses, costs or expenses Charterer sustains shall be for Owner's account.
12. DIVERSION: Notwithstanding anything else to the contrary in this Charter Party and notwithstanding that loading and/or discharging ports may have been nominated and Bills of Lading issued, Charterer shall have the continuing right to change its nomination of loading and/or discharging ports in accordance with Part I C & D of the Charter. Any extra time and expense incurred by Owner in complying with Charterer's orders shall be for Charterer's account and calculated in accordance with Part II, Clause 4(c) of this Charter. Freight is based on the voyage actually performed. Charterer shall have the right to make as many changes as it deems necessary.
13. CARGO SHIFTING CLAUSE: At no time during the voyage shall cargo be transferred between Vessel's compartments without the express written consent of Charterers. Such consent shall be requested by means of written radio telex communications, specifying loaded and revised ullages and cargo quantities for the tanks concerned and the reasons necessitating a cargo transfer. Consent of Charterers shall not be unreasonably withheld and shall be provided expeditiously by radio or telex communication. In the event Owner can prove that transfer of cargo is necessitated by unavoidable risks to the Vessel's structural integrity or the safety of life or for safe navigation, the prior consent of Charterers shall not be required. However, the Master shall inform Charterers of any such circumstances with full details as soon as possible thereafter by radio or telex communication.
14. SUN SPEED CLAUSE: The Vessel shall proceed from loading port at an average speed of about 15 knots WSNPknets ("C/P Speed") weather and safe navigation permitting.
15. HEATING:
As charterer's option,
The Owner warrants that the Vessel is capable of heating cargo to a maximum temperature of 115 degrees Fahrenheit in each tank will maintain the cargo temperature in accord with Charterer's instructions on the passage to discharging port(s) and throughout discharge. If the cargo is received on board the Vessel at a temperature below 115 Degrees Fahrenheit, Charterer has the option to require the Vessel to raise the temperature to a maximum 115

degrees Fahrenheit and maintain that temperature through discharge. If the Vessel fails to maintain the required temperature, and/or raise the temperature as

elected by Charterer, and resulting time lost shall not count as laytime, used laytime, or time on demurrage and any losses, costs or expenses incurred by Owner or by Charterer shall be for Owner's account.

If Vessel is requested to only heat part of the cargo loaded, any cost associated with such request will be prorated for percentage of cargo heated. ANY COSTS FOR RASING CARGO TEMPERTURE TO BE PAID BY CHARTS UPON RECEIPT OF MASTER'S INVOICE AND SUPPORTS.

IF HEATING OPTION IS ELECTED BY CHARTERER,S ,COSTS FOR MAINTAINING HEATING,CARGO TEMPERATURE TO BE FOR CHTRS ACCOUNT UP TO A MAX OF 2.5 WS POINTS OR PRO-RATA FOR PERCENTAGE OF CARGO HEATED AND PAID UPON RECEIPT OF MASTER,S DOCUMENTED INVOICE FOR BUNKERS USED'.

16. BILL OF DESTINATION/ BILL OF LADING INDEMNITY CLAUSE:

Charterers shall have the right to order vessel to any port(s) within the trading range of this Charter party. Charterers hereby indemnify Owners against claims brought by holders of original bills of lading against claims brought by holders of original bills of lading against Owners by reason of Charterers change of destination in accord with the format below.

In addition, should the bill of lading not arrive at the disport prior to discharge, Owners agree, at Charterers request, to release the entire cargo without presentation of the original bills of lading at the facility or facilities designated by Charterer and Charterer agrees to invoke the "Letter of Indemnity" which incorporates the form set out below.

To Owners, Master and Agent of M/T_____ Bulk Cargo Described as_____ Was Shipped on the Above Vessel by_____ and consigned to _____ Delivery per Charterer's instructions, and/ or delivery without prior presentation of the bill(s) of lading.

In consideration of Owner delivering the cargo in accordance with Charterer's voyage instructions without presentation of the bill(s) of lading, we hereby agree as follows:

A. To indemnify Owner and hold Owner harmless in respect of any liability, loss or claim of whatsoever nature which Owner may sustain by reason of delivering the cargo in accordance with Charterers request.

B. Provided prompt notice is delivered to Charterer of any such claim, loss or liability with full particulars and supporting papers (with any requested assignment of claim) to pay Owner on

demand the amount of any loss or damage which the Master and/or agents whatsoever may incur as a result of delivering the cargo as aforesaid.

C. In the event of any proceeding being commenced against Owner or any of its servants or agents in connection with the delivery of the cargo as aforesaid to undertake on Owners behalf to defend the same.

D. If the vessel or any other vessel or property belonging to Owner should be arrested or detained as a result directly related to this delivery in accord with our request or if as a result the arrest or detention thereof should be threatened, to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and to indemnify Owner in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.

E. This letter of indemnity shall automatically become null and void, and our liability hereunder shall cease, upon presentation of one original bill of lading, or after 13 months after completion of discharge, whichever occurs first.

F. This indemnity shall be construed in accordance with New York law (other than choice of law rules) and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the United States District Court for the Southern District of New York.

G. Any and all amounts payable under this undertaking to be in United States dollars.

For the purpose of calculating laytime or time on demurrage, Charterer shall be allowed an additional three (3) hours free time after hoses are off to put documents on board.

17. AGENCY CLAUSE: It is understood and agreed Charterer reserves the right to appoint Agents whose fees are competitive who will act as the Agent for, and be solely responsible to, the Vessel entering and clearing the load/discharge port(s).

18. BOARDING CLAUSE: Owner agrees to allow Charterer's representatives, at their risk and expense, to board the Vessel at load, discharge or other port of call to observe operations.

19. SURVEY AND SAMPLE CLAUSE: Owner agrees to allow an independent surveyor appointed by Charterer and/or Charterer's representatives to survey and take samples of cargo and bunker tanks, cofferdams, ballast and slop tanks or any other void space on the Vessel prior

to, during, and after the time of the Vessel's loading and discharge

with extra time, if any, to count as used laytime or time on demurrage if the Vessel is on demurrage, unless caused by the fault or neglect of the Owner, Vessel, her Master, crew or the representatives of any of them. The independent inspector's work papers setting forth his determination of quality and quantity of cargo, and signed by a Vessel officer, shall be final and binding upon the parties.

20. LIGHTERAGE CLAUSE: (Revised 7/24/98)

If lightering is requested by Charterer at the customary lightering anchorage for a designated port, time used in lightering shall count as laytime, or time on demurrage, if Vessel is on demurrage. Time shall commence six (6) hours after anchoring or whenever the first lightering barge is "all fast," whichever occurs first; however, delays attributable to weather conditions shall count as full time (or be compensated for at the full demurrage rate if allowed laytime has expired). Any additional charges incurred by the Vessel associated with lightering, including but not limited to, pilotage, launch services and pollution control costs/services/fees, are for Owner's account.

Time consumed by the Vessel in moving from loading or discharge port anchorage, whether or not lightering has taken place at the anchorage, to the Vessel's loading or discharge berth will not count as used laytime or time on demurrage. Any delay after completion of lightering that prevents the Vessel from proceeding to the berth due to tidal conditions shall not count as used laytime or time on demurrage.

For freight calculation purposes, the place of lightering shall not be considered a discharge port or discharge berth whether or not designated as such by Worldscale or other organizations having jurisdiction, provided the designated lightering area is a customary lightering anchorage for that discharge port.

After arrival at the lightering area, and upon completion of the arrival cargo survey, Charterer requests that the Vessel review the calculation to determine the quantity of cargo to be lightered to reach the required draft for transit to the berth. If this amount differs from the original lightering requirement, this must be communicated to the Agent and the Barge Coordinator in order to provide sufficient barge space to accommodate the Vessel's requirement.

If the Vessel fails to meet the required draft upon arrival at the discharge berth, Charterer will file a claim against the Owner for the cost of the excessive lightering. The "draft" will be calculated as an average of the forward draft, plus the after draft, plus midships draft.

21 PUMPING CLAUSE: SEE CLAUSE 21 AT THE END.

22. CRUDE OIL WASHING CLAUSE: (Revised 7/24/98)

Owner warrants that the Vessel is equipped with a Crude Oil Washing

System and that the Officers and Crew are properly qualified by way

of certification from a competent authority, to safely operate the System and to perform the crude oil washing of cargo tanks in accordance with the latest recommendations issued by the International Maritime Organization. Crude Oil Washing to be performed concurrently with the discharge and in accordance with Charterer's requirements and/or as set out in Vessel's Crude Oil Washing Manual. In addition to the time specified in Clause 21,

any time consumed in the performance of Crude Oil Washing to meet the above requirement shall constitute used laytime, or time on demurrage. Any additional time taken shall not count as laytime,

or if Vessel is on demurrage, as demurrage. Over and above that specified in vessel's COW manual.

23. IGS DEPRESSURIZATION CLAUSE: Owner warrants it can and will depressurize safely on Charterer's request according to Coast Guard and any other government regulations. The reasonable direct costs

of such action shall be for Charterer's account, unless the depressurization was required because of a cargo loss for which

Owner is responsible. All time shall count as used laytime or time on demurrage.

24. CLAIMS CLAUSE: Owner agrees that any demurrage claims it may allege

shall be waived and of no effect unless (1) written notice of such claims (including by telex) is made and received by Charterer at

its Philadelphia, Pennsylvania office within sixty (60) days after discharge, and (2) Charterer also receives, at the same location, within ninety (90) days after discharge, documentation sufficient

to support that claim. Documentation sufficient to support a demurrage

claim shall include, but not be limited to, laytime statements, notice of readiness, port logs and the pumping and heating logs for the voyage. Owners and Charterers further agree that with respect

to any claim or other unresolved dispute arising out of this Charter, unless arbitration or litigation, as per this charter, is commenced within one year after completion of discharge or the date when discharge would have been completed, such claim or other dispute is waived and all liability with respect thereto is discharged.

25. LAYTIME - DEMURRAGE EXCEPTIONS: (Revised 7/24/98)

Notwithstanding anything in Part I or II to the contrary, the following time periods shall not be charged against laytime, used laytime or time on demurrage, whether or not lightering has occurred:

1. All the time between early arrival NOR at load port and 0600 on the first day of laydays, unless the Vessel berths earlier;
2. The first six (6) hours after NOR at all other load and discharge ports, unless the Vessel berths earlier;
3. All time proceeding from any first anchorage to the first berth at each port;
4. All time spent discharging ballast water or slops, unless concurrent with cargo operations., but only to the extent it doesn't interfere with or otherwise negatively affect cargo operations.

26. WEATHER CLAUSE: When weather or sea conditions, regardless of severity, thereby cause delay to the Vessel in berthing (whether a berth is assigned or not), loading or discharging, one-half of such time shall count as used laytime, or if the Vessel is on demurrage, as one-half time on demurrage.

27. SLOP CLAUSE: Freight will be paid only on those quantities of slops discharged and only to the extent such quantities together with the quantity of cargo actually loaded exceed the minimum quantity required by this Charter. In such event, freight shall be payable at the overage rate in accordance with the terms of this charter.

28. ADDRESS COMMISSION: 1.25 (one and a quarter) percent address commission due Charterer on freight, dead freight demurrage which Charterer may deduct from the respective payments.

29. WAR RISK(WHERE APPLICABLE): Charterer agrees to pay any provable additional cost for the increased hull and machinery war risk premiums over and above those in effect on the date of this Charter. Any premiums or increases hereto attributable to closure, i.e., blocking and trapping, crew and office war bonus and lost hire war risk insurance shall always be for Owners account.

30. EARLY LOADING CLAUSE: In the event Charterer agrees to load the

vessel prior to commencement of lay days, all such time will be credited against any time vessel is on demurrage. For purposes of this clause time will begin to count when vessel is all fast at load port.

SUN ISM CLAUSE

Owners guarantee that this vessel complies fully (or will comply by 7/1/98) with the ISM code and is in possession of a valid safety management certificate and will remain so for the entirety of her employment under this charter party, the owners provide charterers with satisfactory evidence of compliance if required to do so and remain fully responsible for any and all consequences arising directly or indirectly from any matters arising in connection with this vessel and the ISM code.

21. PUMPING CLAUSE:

OWNER WARRANTS THAT THE VESSEL SHALL EITHER (i) DISCHARGE THE FULL CARGO AS DETERMINED BY THE BOL VOLUME WITHIN 24 HOURS AT THE DOCK (OR PRORATA TIME FOR A PART CARGO), OR (ii) MAINTAIN THE MAXIMUM PUMPING PRESSURE AT THE SHIP'S MANIFOLD AS REQUESTED BY THE RECEIVING FACILITY, BUT NEVER EXCEEDING 125 PSI, OR (iii) MAINTAIN THE MAXIMUM DESIGNED PRESSURE OF THE SHIP'S EQUIPMENT, BUT NEVER LESS THAN AN AVERAGE PRESSURE OF 100 PSI AT EACH VESSEL'S MANIFOLD, EXCLUDING A REASONABLE TIME FOR STRIPPING TANKS. OWNER FURTHER WARRANTS IT WILL USE ITS BEST EFFORTS TO OBTAIN FROM A SUN REPRESENTATIVE WRITTEN CONFIRMATION OF THE PUMPING PRESSURE AND TIMES REPORTED ON OWNER'S TIME SHEETS AND PUMPING LOGS. WHENEVER THE VESSEL FAILS TO COMPLY WITH THE ABOVE REQUIREMENTS, AND SHOULD CHARTERER DEEM IT NECESSARY TO WITHDRAW THE VESSEL FROM THE BERTH EITHER BECAUSE OF THE VESSEL'S FAILURE TO MAINTAIN SUCH PUMPING PRESSURE OR BECAUSE OF ANY OTHER CAUSE WITHIN OWNER'S CONTROL, NO SUCH TIME SHALL BE COUNTED AS USED LAYTIME OR TIME ON DEMURRAGE, IF VESSEL IS ON DEMURRAGE, AND ALL LOSSES, COSTS AND EXPENSES INCURRED AS A RESULT THEREOF WILL BE FOR OWNER'S ACCOUNT. NO TIME CONSUMED IN EXCESS OF THE WARRANTED DISCHARGE TIME SHALL BE COUNTED AS USED LAYTIME OR TIME ON DEMURRAGE, UNLESS CAUSED BY THE NEGLIGENCE OF CHARTERER.

32. BREACH: PART II, CLAUSE 23 AMENDED TO READ AS FOLLOWS:

DAMAGES FOR BREACH OF THIS CHARTER SHALL INCLUDE ALL PROVABLE DAMAGES/FEES, AND ALL COSTS OF SUIT/ARBITRATION, AS WELL AS ATTORNEY FEES OR IN-HOUSE COUNSEL COMPENSATION INCURRED IN ANY ACTION HEREUNDER.

EXHIBIT 4

60 EAST 42ND STREET, SUITE 1638
NEW YORK, NY 10165
(212) 354-0025
FAX: (212) 869-0067

TL@TISDALE-LAW.COM

TISDALE
LAW OFFICES, LLC

New York, NY • Southport, CT

10 SPRUCE STREET
SOUTHPORT, CT 06890
(203) 254-8474
FAX: (203) 254-1641

WWW.TISDALE-LAW.COM

July 18, 2019

farhad.shakibaei@pes-companies.com

claims@pes-companies.com

Philadelphia Energy Solutions
1735 Market St., 11th Floor
Philadelphia, PA 19103

claim@poten.com

asarris@poten.com

pperri@poten.com

jlomba@poten.com

Peter Perri
Poten & Partners, Inc.
805 Third Ave.
New York, NY 10022

Re: M/T APACHE
PES Charter Party dated 22.02.19

Dear Sirs:

We are attorneys for Bayview Shipping Co. S.A. and Nereus Shipping SA, the Owners and Managers, respectively of the M/T APACHE in regard to a dispute arising out of the above-referenced charter party with Philadelphia Energy Solutions as Charterers for unpaid demurrage totaling \$146,295.40 arising under the above-referenced charter party.

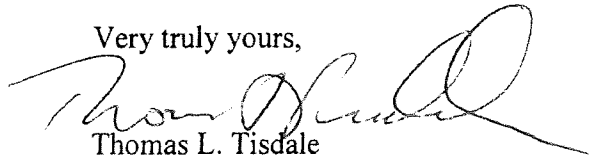
In accordance with Sun Clauses, Clause 8 and ASBATANKVOY form Clause 24 of Part 2, Owners hereby demand arbitration of Charterers and appoint George Tsimis, Esq. as its party appointed arbitrator. Mr. Tsimis' details are as follows:

George J. Tsimis
GJT Marine Consultants, LLC
212 Ryder Road
Manhasset, NY 11030
Tel: 917 306 7721
gtsimis@gjtmarine.com

Notice is hereby given that you have 20 days to appoint your party nominated arbitrator or, in accordance with Clause 24, a second arbitrator will be appointed on your behalf.

We await your earliest response.

Very truly yours,



Thomas L. Tisdale

mt

cc: gtsimis@gjtmarine.com
George J. Tsimis

EXHIBIT 5

POTEN AND PARTNERS, INC.

TO : PES
ATTN : YIYI SHI

TO : TRITON SHIPPING
ATTN : JOE MILON / ELIZABETH MAXWELL

FROM : PETER PERRI

SUBJECT: RUNNER/PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING, LLC – C/P
21 MARCH 2019

WE ARE PLEASED TO CONFIRM THE FOLLOWING VESSEL WITH ALL SUBJECTS
LIFTED AS FOLLOWS:

THE CHARTER PARTY CONSISTS OF THIS RECAP, THE ASBATANKVOY FORM AND THE SUN
RIDER CLAUSES REFERRED TO BELOW. IN THE EVENT OF CONFLICT BETWEEN THE
PROVISIONS SET OUT HEREIN, THE PRINTED TERMS OF THE CHARTER PARTY FORM AND THE
SUN RIDER CLAUSES, THE ORDER OF PREFERENCE SHALL BE (1) THIS RECAP, (2) THE SUN
RIDER CLAUSES (AS AMENDED BY THIS RECAP) AND (3) THE ASBATANKVOY FORM (AS
AMENDED BY THIS RECAP).

-----TITLE-----

CHARTERER : PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.
OWNER :

GULFVIEW SHIPPING CO. S.A.
C/O NEREUS SHIPPING S.A.
35-39 AKTI MIAOULI, PIRAEUS, GR 185-35, GREECE
TEL: 30 210 429 2262/6
FAX: 30 210 429 2466/429
EMAIL: PIRAEUS@NEREUSHIP.GR

COMMERCIAL OPERATOR :

NEREUS SHIPPING S.A.
35-39 AKTI MIAOULI STREET, 185-35,
PIRAEUS, GREECE
TEL: 30 210 4292262 / 6
FAX: 30 4292334 / 466
TELEX: 211451 / 212245
EMAIL: PIRAEUS@NEREUSHIP.GR

DISPONENT OWNER:

C/O NEREUS SHIPPING SA
35-39 AKTI MIAOULI STREET, 185-35,
PIRAEUS, GREECE
TEL: 30 210 4292262 / 6
FAX: 30 4292334 / 466

TELEX: 211451 / 212245
EMAIL: PIRAEUS@NEREUSHIP.GR

BROKER : POTEN AND PARTNERS, INC.
C / P FORM : ASBATANKVOY
C/P DATE : 21 MARCH 2019

-----VESSEL-----

VESSEL : RUNNER
FLAG : GREEK
DWT:(METRIC TONS) 158,594 M/T
DRAUGHT: 17.168 M
LOA: 274.17 M
BEAM: 48 M
BUILT: MARCH 31, 2017
CAPACITY AT 98 %: 166,028 M3 EXCL. SLOPS
SLOP TANK AT 98 %: 3,429 M3
SBT: YES
CBT: N/A
COW: YES
COATED: NO
IGS: YES
TPC: 107.70 MT
BCM: 137.57 M
KTM: 51.40 M
COILED: YES
CLASS: ABS
P AND I CLUB: LONDON STEAMSHIP
GRT: 81,413.00 MT
HULL TYPE: DOUBLE HULL
TVE EXPIRATION DATE: JUNE 18, 2019
H + M - USD 95,000,000
LAST SIRE INSPECTION : ENOC / CASTELLON, SPAIN ON 10TH FEBRAURY 2019

LAST 5 CARGOES/CHARTERERS

ESCRAVOS CRUDE / VITOL
ANTAN BLEND CRUDE OIL / BP
SAHARA CRUDE OIL / PETROGAL
CLOV CRUDE OIL / PETROGAL
EAGLE FORD & BRAKEN CRUDE OILS / P-66

INTAKES OF NKOSSA CRUDE :

55 FT SWAD – ABT 1,049,000 BBLS OR 137,500 MT AT 16.0 M SWEK OR 52 FT 06 INCH
40 FT FWAD – ABT 725,000 BBLS OR 95,000 MT
39 FT FWAD – ABT 699,000 BBLS OR 91,600 MT
38 FT FWAD – ABT 675,000 BBLS OR 88,500 MT

VESSEL IS FITTED WITH A HIGH LEVEL ALARM SYSTEM

=====CARGO=====

CARGO QUANTITY: PART CARGO MINIMUM 130,000 MT ALWAYS CONSISTENT WITH 55' SWAD AT DISPORT,

NO DEADFREIGHT FOR CHARTERER'S ACCOUNT PROVIDED MINIMUM QUANTITY SUPPLIED,
CHARTERER'S OPTION TO FULL CARGO.

FREIGHT ALWAYS TO BE MADE ON B/L QTY BUT MINIMUM 130,000 M/T

GRADE(S): CRUDE OIL(S)

SEGREGATION: MAX 2 GRADES WVNS.

HEAT: NO HEAT - AS AN OPTION

CHARTS OPTION TO INSTRUCT VESSEL TO MAINTAIN LOADED TEMP OR TO HEAT UP TO MAX 125 DEG F

AND PAYING ACTUAL COST OF BUNKERS CONSUMED AND TO BE PAID UPON RECEIPT OF MASTERS DOCUMENTED INVOICE"

=====DATES=====

LAYDAYS: 6-7 APRIL 2019 (0001-1600 HRS)

CURRENT POSITION: CURRENTLY BUNKERED IN BALLAST TO WAF

ETA BASIS: DJENO – 3-4 APRIL - AGW

=====GEOGRAPHICAL=====

LOAD: 1/2 SAFE PORT(S) PLACES WAF (NIGERIA - ANGOLA RANGE) EXCLUDING INNER BERTHS

DISCHARGE: 1/2 SAFE PORTS USAC IF NYNNGWB EXCLUDING FLORIDA, MAINE, MARYLAND + NORTH CAROLINA.

AND/OR: 1/2 SAFE PORTS USG PORT(S) EXCLUDING LOOP AND FLORIDA.

AND/OR: 1/2 SAFE PORTS CARIBS EXCLUDING CUBA,ORINOCO,HAITI AND ST. CROIX BUT INCLUDING PUERTO RICO/ BAHAMAS/

ST.LUCIA/ TRINIDAD/ ST. EUSTATIUS/ CAYMAN ISLAND/AND CAICOS ISLAND.

AND/OR: 1/2 SAFE PORTS ECC ALWAYS WIWL

OR: 1/2 SAFE PORTS UKC (G-H RANGE)

OR: 1/2 SAFE PORTS EUROPEAN MED NEBI GREECE EXCLUDING ALBANIA, YUGOSLAVIA AND FORMER YUGO

(ALWAYS IN GEOGRAPHICAL ROTATION)

(MAX 3 PORTS TOTAL LOAD / DISCHARGE)

=====FINANCIAL=====

FREIGHT RATE: WS 50 - IF USG DISCHARGE

WS 52.5 - IF USAC/CARIBS DISCHARGE

WS 55 - IF ECC/UKC-MED DISCHARGE

2019 WS TO APPLY

OVERAGE IF ANY AT 50% OF FIXING

TOTAL LAYTIME ALLOWED: PER WS

DEMURRAGE RATE: USD 24,000 PDPR

LADEN SPEED: VESSEL TO PERFORM LADEN VOYAGE AT 13 KTS UPTO 14 KTS WSNP IN CHARTERERS OPTION.

FREIGHT PAYABLE TO: IN U.S. DOLLARS VIA TELEGRAPHIC TRANSFER TO:

AEGEAN BALTIC BANK S.A.
93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT : AEBAGRAA
IBAN NO :GR9705601020000010312050027
USD C/A : 0103120-50-027

IN FAVOUR OF : NEREUS SHIPPING S.A.
CORRESPONDING BANK : JP MORGAN CHASE BANK NATIONAL ASSOCIATION – NEW YORK
SWIFT : CHASUS33
ABA NO : 021000021

=====COMMISSION=====

1.25 PCNT ADDRESS (SEE SUN COMMISSION CLAUSE NO. 28)
1.25 PCNT TO POTEN AND PARTNERS, INC. ON FREIGHT/DEADFREIGHT/DEMURRAGE

=====WAIVER OF SIGNED CHARTER PARTY=====

THE PARTIES AGREE THAT THE SIGNED CHARTER PARTY COUNTERPARTS WILL NOT BE EXCHANGED. INSTEAD, EACH WILL CONFIRM, IN WRITING (INCLUDING BY FAX OR TELEX), THAT THE TERMS SET OUT HEREIN ARE ACCEPTED.

=====SPECIAL PROVISIONS=====

1. THE FOLLOWING REVISIONS TO PARTS I AND II OF THE ASBATANKVOY ARE AGREED BY THE PARTIES:

PART 1 (L) DELETE AS AMENDED CL.7

PART 1 (K): THE PARTIES SELECT NEW YORK.

PART II, CLAUSE 6, LINE 2: DELETE "LETTER, TELEGRAPH, WIRELESS OR TELEPHONE" AND INSERT "IN WRITING (INCLUDING BY FAX OR E-MAIL)"

PART II, CLAUSE 14(A): IN THE LAST SENTENCE, REPLACE THE WORDS "TIME OCCUPIED" WITH THE WORDS
"ADDITIONAL TIME OCCUPIED (AS COMPARED TO THE VPYAGE ORIGINALLY INTENDED)"

PART II, CLAUSE 21: ADD THE FOLLOWING SENTENCE AT THE END OF THE CLAUSE:
"CHARTERER SHALL HAVE A LIEN ON THE VESSEL FOR ANY AMOUNTS DUE FROM OWNER TO CHARTERER HEREUNDER."

PART II, CLAUSE 26: THIS CLAUSE IS DELETED IN ITS ENTIRETY.

2. DELAY AT DISCHARGE PORT CLAUSE:
IF VESSEL IS DELAYED AT DISPORT AS A RESULT OF HOSTILITIES, THEN ALL TIME TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF VESSEL IS ON DEMURRAGE.
3. EXXON D+A CLAUSE
4. ANY TAXES AND/OR DUES AND OR LEVIES ON CARGO AND/OR FREIGHT AND OR VESSEL AT LOAD OR DISCHARGE PORT NOT COVERED UNDER WORLDSCALE TO BE FOR CHARTERER'S ACCOUNT.
5. OWNER WARRANTS VESSEL HAS A CLOSED LOADING SYSTEM.
6. GABONESE TAX CLAUSE - 'IF GABON, GABONESE SHIPPING COUNCIL TAX TO BE FOR CHARTERERS ACCOUNT.'
7. VESSEL TO ARRIVE LOADPORT WITH CLEAN BALLAST
8. SUN WEST AFRICA BALLAST CLAUSE.

OWNER WARRANTS VESSEL WILL ARRIVE AT LOAD PORT WITH SUFFICIENT CLEAN BALLAST ON BOARD (APPROXIMATELY 30 PCT OF SDWT) FOR PROPER MANEUVERABILITY. OWNER FURTHER WARRANTS VESSEL IS ABLE TO DEBALLAST AND LOAD CARGO SIMULTANEOUSLY WITH TWO VALVE SEGREGATION WHILE MAINTAINING 30 PER CT OF SUMMER DEADWEIGHT AND WITH THE VESSEL'S PROPELLER AND RUDDER PROPERLY IMMERSED AT ALL TIMES. ALL DELAYS, LOSSES AND EXPENSES INCURRED DUE TO VESSEL'S NON COMPLIANCE WILL BE FOR OWNER'S ACCOUNT.

9. ANY TIME AND OR EXPENSE IN OBTAINING A VALID TVE CERTIFICATE TO DISCHARGE IN U.S. TO BE FOR OWNER'S ACCOUNT.
10. OWNER/MASTER WARRANTS THAT THE H2S CONTENT AND MERCAPTAN LEVEL IN EACH CARGO TANK PRIOR TO ARRIVAL
AT LOADPORT WILL NOT EXCEED TERMINAL REGULATIONS.
11. OWNER'S NIGERIAN CLAUSE:
"ANY DELAYS IN OBTAINING NIGERIAN TASK FORCE PERMISSION TO ENTER OR LEAVE NIGERIAN
WATERS TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE IF ON DEMURRAGE.
ANY TAXES AND /OR DUES AND/OR LEVIES ON CARGO AND/OR FREIGHT BUT NOT LIMITED TO
NIGERIAN CONSERVANCY DUES,NIGERIAN HARBOUR DUES,OIL TERMINAL DUES,WHARFAGE,NMA
(NATIONAL MARITME AUTHORITY) FEE, AND ANY OTHER ITEMS AS PER WORLDSCALE PREAMBLE 12
AND /OR FIXED AND /OR VARIABLE RATE DIFFERENTIALS AS PER WORLDSCALE TO BE SETTLED BY THEM DIRECTLY.
ANY DELAYS IN NIGERIA DUE TO LOCKOUTS, STRIKES, RESTRAINTS, WORK TO RULE, GO-SLOW, CIVIL
UNREST TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF ON DEMURRAGE.
12. OWNER WILL COMPLY WITH THE APPLICABLE U.S. CUSTOMS REGULATION 19 CFR 4.7 (B) (2) AND
OBTAIN AND ACTIVELY CODE 3 CUSTOMERS BORDER AND PATROL INTERNATIONAL CARRIER

BOND PRIOR TO ARRIVAL AT THE UNITED STATES OR UNITED STATES TERRITORY DISPORT.

13. IF LOADING GAMBA, OWNERS CONFIRM VESSEL MUST/WILL ARRIVE AT LOADPORT WITH DEADWEIGHT

NOT TO EXCEED 150,000 MT.

14. NORTH AMERICA ECA CLAUSE: (N/A – ALREADY INCORPORATED INTO THE 2017 WORLD SCALE)

IF VESSEL IS INSTRUCTED TO CALL A PORT WITHIN ECA, THEN CHARTERERS TO PAY LADEN LEG ONLY AS PER WORLDSALE AGAINST MASTERS STATEMENT/SHIPS LOG. IF VESSEL HAS TO PASS THROUGH AN ECA ZONE TO REACH NOMINATED PORT THEN CHARTERERS TO PAY THAT PORTION WHILE VESSEL IS IN ECA AREA AGAINST MASTERS STATEMENT/SHIPS LOG

15. TRADE AND ECONOMIC SANCTIONS AND ANTI-CORRUPTION COMPLIANCE CLAUSE:

1. OWNER REPRESENTS AND WARRANTS THAT NEITHER THE VESSEL, NOR OWNER, OWNER'S SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER, IS A PARTY IDENTIFIED ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS; THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS LIST OR ENTITY LIST; THE U.S. STATE DEPARTMENT'S DEBARRED LIST, OR ANY OTHER SIMILAR LIST OF PROHIBITED OR DENIED PARTIES MAINTAINED BY THE U.S. GOVERNMENT, OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS (A "BLOCKED PERSON"). OWNER FURTHER WARRANTS THAT NEITHER OWNER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER IS ORGANIZED UNDER THE LAWS OF, ACTING AT THE DIRECTION OF, OR OPERATING UNDER THE FLAG OF, ANY COUNTRY SUBJECT TO A COMPREHENSIVE EMBARGO OR SANCTIONS PROGRAM OF THE UNITED STATES OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
2. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH ALL APPLICABLE TRADE AND ECONOMIC SANCTIONS LAWS AND REGULATIONS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
3. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH THE BRIBERY AND OTHER ANTI-CORRUPTION LAWS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS. APPLICABLE BRIBERY AND ANTI-CORRUPTION LAWS INCLUDE, BUT ARE NOT LIMITED TO, THE U.S. FOREIGN CORRUPT PRACTICES ACT, THE U.K. BRIBERY ACT AND BRAZIL'S CLEAN COMPANIES ACT.
4. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CHARTERER, ITS SHAREHOLDERS (INCLUDING PES AND ICBC STANDARD BANK PLC), SUBSIDIARIES AND AFFILIATES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THEM (COLLECTIVELY, THE "CHARTERER INDEMNIFIED PARTIES"), FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, COST, DAMAGE, EXPENSE, FINE, JUDGMENT, LIABILITY OR PENALTY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ATTORNEYS FEES AND COSTS OF COURT OR ARBITRATION) (COLLECTIVELY, "COSTS") ARISING OUT OF OR RESULTING FROM OWNER'S BREACH OF THIS ADDITIONAL SPECIAL PROVISION.

16. INTERNATIONAL SHIP & PORT FACILITY SECURITY CODE / MTSa:

1. OWNER SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (TOGETHER, THE "ISPS CODE") RELATING TO THE VESSEL AND "THE COMPANY" (AS DEFINED BY THE ISPS CODE). IF TRADING TO OR FROM THE UNITED STATES OR PASSING THROUGH UNITED STATES WATERS, OWNER SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE U.S. MARITIME TRANSPORTATION SECURITY ACT 2002 (THE "MTSA") RELATING TO THE VESSEL AND THE "OWNER" (AS DEFINED BY THE MTSA).
2. UPON REQUEST, OWNER SHALL PROVIDE CHARTERER WITH A COPY OF THE RELEVANT INTERNATIONAL SHIP SECURITY CERTIFICATE (OR THE INTERIM INTERNATIONAL SHIP SECURITY OFFICER ("CSO").
3. EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGES, EXPENSE OR DELAY (EXCLUDING CONSEQUENTIAL LOSS, DAMAGES, EXPENSE OR DELAY) CAUSED BY THE FAILURE OF OWNER OR THE COMPANY/OWNER TO COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE/MTSA OR THIS SECTION 12 SHALL BE FOR OWNER'S ACCOUNT, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD CHARTERER, ITS AGENTS AND THE CARGO OWNER HARMLESS THEREFROM. ANY DELAY CAUSED BY SUCH FAILURE SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE.
4. CHARTERER SHALL PROVIDE OWNER AND THE SHIP SECURITY OFFICER ("SSO")/MASTER WITH ITS FULL-STYLE CONTACT DETAILS AND, UPON REQUEST, ANY OTHER INFORMATION OWNER REQUIRES TO COMPLY WITH THE ISPS CODE/MTSA.
5. PROVIDED THAT THE DELAY IS NOT CAUSED BY OWNER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THE ISPS CODE/MTSA (IN WHICH CASE ANY DELAY CAUSED BY SUCH FAILURE SHALL BE FOR OWNER'S ACCOUNT AND SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE), ANY DELAY RESULTING FROM MEASURES IMPOSED BY A PORT FACILITY OR BY ANY RELEVANT AUTHORITY UNDER THE ISPS CODE/MTSA THAT ARE BEYOND THE REASONABLE CONTROL OF OWNER AND CHARTERER SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE, WITH DEMURRAGE CALCULATED AT 50% OF THE DEMURRAGE RATE.
6. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS CHARTER, ANY ADDITIONAL COSTS OR EXPENSES WHATSOEVER SOLELY ARISING OUT OF OR RELATED TO SECURITY REGULATIONS OR MEASURES REQUIRED BY THE PORT FACILITY OR ANY RELEVANT AUTHORITY AT THE LOADING OR DISCHARGE PORT IN ACCORDANCE WITH THE ISPS CODE/MTSA AND TO WHICH OWNER AND THE VESSEL WOULD NOT BE SUBJECT BUT FOR THE TRADING OF THE VESSEL TO SUCH LOADING OR DISCHARGE PORT, INCLUDING, BUT NOT LIMITED TO, SECURITY GUARDS, LAUNCH SERVICES, VESSEL ESCORTS, SECURITY FEES OR TAXES AND INSPECTIONS, SHALL BE FOR CHARTERER'S ACCOUNT, UNLESS SUCH COSTS OR EXPENSES RESULT SOLELY FROM A FAILURE BY OWNER TO COMPLY WITH THIS CHARTER PARTY, AN ACT OR OMISSION OF THE MASTER OR CREW, THE PREVIOUS TRADING OF THE VESSEL, THE NATIONALITY OF THE CREW OR THE IDENTITY OF OWNER'S MANAGERS. ALL MEASURES REQUIRED BY OWNER TO COMPLY WITH THE SHIP SECURITY PLAN SHALL BE FOR OWNER'S ACCOUNT.
7. IF EITHER PARTY MAKES ANY PAYMENT THAT IS FOR THE OTHER PARTY'S ACCOUNT ACCORDING TO SPECIAL PROVISION 16, THE OTHER PARTY SHALL INDEMNIFY THE PAYING PARTY.
8. WHEN THE VESSEL CALLS IN THE UNITED STATES, INCLUDING ANY U.S. TERRITORY, THE FOLLOWING PROVISIONS SHALL APPLY WITH RESPECT TO ANY APPLICABLE SECURITY REGULATIONS OR MEASURES:
 - (a) **REPORTING** – THE VESSEL OR ITS AGENTS SHALL REPORT AND SEND ALL NOTICES AS REQUIRED TO OBTAIN ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES. ANY DELAY CAUSED BY THE FAILURE TO SO REPORT SHALL BE FOR OWNER'S ACCOUNT, UNLESS SUCH FAILURE TO REPORT IS CAUSED BY OR ATTRIBUTABLE TO

CHARTERER OR ITS REPRESENTATIVES OR AGENTS INCLUDING, BUT NOT LIMITED TO, THE SHIPPER AND/OR RECEIVER OF THE CARGO.

- (b) **CLEARANCES** – UNLESS CAUSED BY OWNER'S ACT OR FAILURE TO ACT IN COMPLIANCE WITH THIS CHARTER PARTY, ANY DELAY SUFFERED OR TIME LOST IN OBTAINING THE ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE; PROVIDED THAT THE DEMURRAGE RATE TO BE APPLIED IN ANY CASE WHERE DELAY IS NOT CAUSED BY CHARTERER'S NEGLIGENCE SHALL BE CALCULATED AT 50% OF THE DEMURRAGE RATE.
- (c) **EXPENSES** – ANY EXPENSES OR ADDITIONAL FEES RELATING TO THE CARGO, EVEN IF LEVIED AGAINST THE VESSEL, THAT ARISE OUT OF THE SECURITY MEASURES IMPOSED AT THE LOADING PORT AND/OR THE DISCHARGE PORT AND/OR ANY OTHER PORT TO WHICH CHARTERER ORDERS THE VESSEL, SHALL BE FOR CHARTERER'S ACCOUNT.

17. BASIC VESSEL REQUIREMENTS: (APRIL 2015)

THE VESSEL SHALL BE SUITABLE IN EVERY WAY FOR LOADING AND DISCHARGING THE CARGO AT THE DECLARED LOADING

AND DISCHARGE PORTS AND TERMINALS, AND SHALL COMPLY IN FULL WITH ALL APPLICABLE PROCEDURES, RULES AND

REGULATIONS OF SUCH LOADING AND DISCHARGING PORTS AND TERMINALS. OWNER WARRANTS THAT THE VESSEL IS NOT,

AND IS NOT OWNED, CONTROLLED OR AFFILIATED WITH, A BLOCKED PERSON (AS DEFINED IN SECTION 14.1 HEREOF). ANY

COSTS, EXPENSES, FINES OR PENALTIES INCURRED BY OWNER OR CHARTERER BY REASON OF THE VESSEL NOT BEING OF

THE ABOVE DESCRIPTION AND TIME LOST THEREBY SHALL BE FOR OWNER'S ACCOUNT.

18. SEIZURE AND ARREST: (APRIL 2015)

IF THE VESSEL IS SEIZED, ARRESTED OR OTHERWISE DETAINED BY A THIRD PARTY NOT ARISING FROM ANY ACT OR OMISSION

OF CHARTERER, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CHARTERER FOR ALL DAMAGES, LOSSES, CLAIMS,

JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM, AND ANY TIME LOST SHALL NOT COUNT

AS LAYTIME.

19. FOR FREIGHT CALCULATION PURPOSES, THE PLACE OF LIGHTERING SHALL NOT CONSIDERED A DISCHARGE PORT OR

DISCHARGE BERTH WHETHER OR NOT DESIGNATED AS SUCH BY WORLDSALE OR OTHER ORGANIZATIONS HAVING

JURISDICTION, PROVIDED THE DESIGNATED LIGHTERING AREA IS A CUSTOMARY LIGHTERING ANCHORAGE FOR THAT

DISCHARGE PORT.

THE FOLLOWING SUN CLAUSES DATED JUNE 12, 1998 NO. 1-34 WITH ALTERATIONS AND DELETIONS AS LISTED BELOW ARE HEREBY INCORPORATED IN THIS CHARTER PARTY.

1. HOURS/TERMS/CONDITIONS:

LINE 2: AFTER 'CONDITIONS' ADD 'AS AMENDED' LAYTIME PER WS

2. ARBITRATION OF SMALL CLAIMS: REVISED 4/20/15

THE PARTIES AGREE, THAT ANY DISPUTES RELATING TO CLAIMS OF \$50,000 OR LESS IN THE AGGREGATE THAT ARE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THIS CHARTER SHALL BE GOVERNED BY THE SHORT FORM ARBITRATION PROCEDURE ADOPTED BY THE SOCIETY OF MARITIME ARBITRATORS.

3. GENERAL AVERAGE: REVISED 4/20/15

GENERAL AVERAGE SHALL BE ADJUSTED, STATED AND SETTLED ACCORDING TO YORK/ANTWERP RULES, 1974, AS AMENDED 1994, WHICH RULES SHALL BE DEEMED TO BE A PART OF THIS CHARTER PARTY, AND AS TO MATTERS NOT PROVIDED FOR BY THOSE RULES, ACCORDING TO THE LAWS AND USAGES AT THE PORT OF NEW YORK.

4. CARGO RETENTION CLAUSE:

DELETE IN IT'S ENTIRETY INSERT' AMOCO CARGO RETENTION CLAUSE AFTER 'FREE FLOWING' INSERT 'LIQUID AND PUMPABLE'.

5. COMPLIANCE WITH REQUIREMENTS:(REVISED APRIL 2015)

OWNER WARRANTS THAT IT IS A MEMBER OF THE INTERNATIONAL TANKER OWNER POLLUTION FEDERATION, LIMITED(ITOPF) AND WILL COMPLY WITH ALL APPLICABLE U.S.FEDERAL, STATE, AND LOCAL AND ALL FOREIGN LAWS, INTERNATIONAL TREATIES AND CONVENTIONS, TREATIES, PROTOCOLS OR OTHER AGREEMENTS RELATED TO THE NAVIGATION, MANAGEMENT, HANDLING OR OPERATION OF THE VESSEL AND APPLICABLE TERMINAL RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, CUSTOMS REGULATIONS; THE OIL POLLUTION ACT OF 1990; ALL APPLICABLE PORT RULES AND REGULATIONS; AND WILL HAVE AND CARRY ABOARD THE VESSEL A U.S.FEDERAL MARITIME COMMISSION CERTIFICATE OF FINANCIAL RESPONSIBILITY (OIL POLLUTION) AS ISSUED BY THE UNITED STATES COAST GUARD, AND A CERTIFICATE OF INSURANCE AS DESCRIBED IN THE CIVIL LIABILITY CONVENTION FOR OIL POLLUTION DAMAGE. IN NO CASE SHALL CHARTERER BE LIABLE FOR USED LAYTIME, DEMURRAGE, OR OTHER DELAY AS A RESULT OF OWNER'S FAILURE TO COMPLY WITH THE AFOREMENTIONED OBLIGATIONS, AND ANY LOSSES, DIRECT EXPENSES OR DIRECT DAMAGES ARISING AS A RESULT OF SUCH FAILURE TO COMPLY WITH THIS CLAUSE WILL BE FOR OWNER'S ACCOUNT. THIS DOES NOT RELEASE CHARTERERS FROM THEIR RESPONSIBILITY TO NOMINATE VESSEL TO AND CLEAR THE VESSEL WITH ALL LOAD AND DISCHARGE PORT(S)/TERMINALS(S) PRIOR TO LIFTING SUBJECTS.

6. INSURANCE: (REVISED APRIL 2015) –

OWNER WARRANTS THAT FROM THE TIME THE VESSEL IS OBLIGATED TO PROCEED TO THE LOADING

PORT(S) AND THROUGHOUT THE VESSEL'S SERVICE UNDER THIS CHARTER PARTY, OWNER

SHALL MAINTAIN THE FOLLOWING INSURANCE WITH RESPECT TO THE VESSEL AT OWNER'S EXPENSE:

1. HULL AND MACHINERY INSURANCE INCLUDING COLLISION LIABILITY IN AN AMOUNT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, ~~THE UNDERWRITERS OF SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER;~~
2. PROTECTION AND INDEMNITY INSURANCE ON A FULL ENTRY BASIS WITH AN INTERNATIONAL GROUP P&I CLUB, SUCH INSURANCE TO INCLUDE, BUT NOT BE LIMITED TO: COVERAGE IN RESPECT OF LOSS OF OR DAMAGE TO THE CARGO; COVERAGE FOR INJURIES TO OR DEATH OF MASTERS, MATES AND CREW; COLLISION LIABILITIES NOT INSURED UNDER THE H&M POLICY; EXCESS COLLISION LIABILITIES; CARGO LEGAL LIABILITIES; AND POLLUTION

LIABILITIES. THE LIMIT OF SUCH INSURANCE SHALL BE AS ESTABLISHED BY THE RULES OF THE INTERNATIONAL GROUP OF P&I CLUBS EXCEPT FOR POLLUTION LIABILITIES, WHICH SHALL BE LIMITED TO THE MAXIMUM POLLUTION LIMIT OFFERED THROUGH THE P&I CLUBS OF THE INTERNATIONAL GROUP (CURRENTLY US \$1 BILLION). ~~CHARTERER SHALL BE NAMED AS AN ADDITIONAL ASSURED ON ALL P&I CLUB ENTRIES (SUBJECT TO MISDIRECTED ARROW CLAUSE), AND THE P&I CLUB SHALL WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER; AND~~

3. HULL AND P&I WAR RISK INSURANCE WITH A LIMIT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, ~~SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER.~~

OWNER SHALL PROVIDE TO CHARTERER, ON REQUEST, EVIDENCE OF SUCH INSURANCE. ~~ANY EXTRA INSURANCE ON FREIGHT AND/OR CARGO, DUE TO VESSEL'S AGE, CLASSIFICATION, AND/OR FLAG, IS FOR OWNER'S ACCOUNT, AND CHARTERER SHALL HAVE THE RIGHT TO "DEDUCT" SUCH EXTRA INSURANCE COSTS FROM FREIGHT DUE OWNER.~~

7. POLLUTION PREVENTION AND RESPONSIBILITY:

LINE 11 DELETE FROM THE WORD "ANY" THROUGH LINE 13 TO THE WORD "EXPENSE".

8. DISPUTE RESOLUTION:

9. ETA:

10. CLEAN BALLAST:

11. BUNKER:

12. DIVERSION:

13. CARGO SHIFTING CLAUSE:

14. SUN SPEED CLAUSE:

LINE 2 INSERT ' SEE MAIN TERMS ABOVE'

LINE 4 TO 13 DELETE IN IT'S ENTIRETY

15. HEATING:

ADD 'AT CHARTERERS OPTION'

DELETE ANY REFERENCE TO '135' INSERT '125'

AT END ADD FOLLOWING 'ANY COST FOR RAISING CARGO TEMPERATURE

TO BE PAID BY CHARTERERS UPON RECEIPT OF MASTER'S INVOICE' (SEE MAIN BODY OF C/P).

16. CHANGE OF DESTINATION/BILL OF LADING INDEMNITY CLAUSE:

17. AGENCY: (REVISED APRIL 2015):

IT IS UNDERSTOOD AND AGREED CHARTERER RESERVES THE RIGHT TO APPOINT AGENTS WHOSE FEES ARE COMPETITIVE WHO

WILL ACT AS THE AGENT FOR, AND BE SOLELY RESPONSIBLE TO, THE VESSEL ENTERING AND CLEARING THE LOAD/DISCHARGE

PORT(S). SUCH AGENTS, ALTHOUGH APPOINTED BY CHARTERER, SHALL BE PAID BY OWNER.

18. BOARDING CLAUSE:

19. SURVEY AND SAMPLE:

20. LIGHTERING:

LINES 8/9 DELETE 'ONE HALF' INSERT 'FULL',

21. PUMPING:

LINE 3 DELETE (OR PRO RATA TIME FOR A PART CARGO)

LINE 9 AFTER WORD 'MANIFOLD' INSERT 'PROVIDED SHORE FACILITIES PERMIT'

LINE 10 INSERT 'COWING'

DELETE LAST SENTENCE OF CLAUSE

22. CRUDE OIL WASHING:

INSERT AT END 'OVER AND ABOVE THAT SPECIFIED IN VESSEL'S COW MANUAL'.

23. IGS DEPRESSURIZATION:

24. CLAIMS:

LINE 5 DELETE 'THIRTY (30)' AND INSERT 'SIXTY (60)'

LINE 7 DELETE 'SIXTY(60)' AND INSERT 'NINETY (90)'

25. LAYTIME-DEMURRAGE EXCEPTIONS REVISED APRIL 2015):

NOTWITHSTANDING ANYTHING IN PARTS I OR II TO THE CONTRARY, THE FOLLOWING TIME PERIODS SHALL NOT BE

CHARGED AGAINST LAYTIME, USED LAYTIME OR TIME ON DEMURRAGE, WHETHER OR NOT LIGHTERING HAS OCCURRED:

1. ALL THE TIME BETWEEN EARLY ARRIVAL NOR AT LOAD PORT AND 0600 ON THE FIRST DAY OF LAYDAYS, UNLESS THE VESSEL

BERTHS EARLIER WITH CHARTERER'S CONSENT;

2. THE FIRST SIX (6) HOURS AFTER NOR AT ALL OTHER LOAD AND DISCHARGE PORTS, UNLESS THE VESSEL BERTHS EARLIER;

3. ALL TIME PROCEEDING FROM ANY FIRST ANCHORAGE TO THE FIRST BERTH AT EACH PORT UNTIL THE VESSEL IS

SECURELY MOORED AT THE DESIGNATED LOADING / DISCHARGE BERTH IN ALL RESPECTS READY TO LOAD OR DISCHARGE

CHARTERER'S CARGO, IN FREE PRATIQUE, CUSTOMS AND IMMIGRATION CLEARED;

4. ALL TIME SPENT DISCHARGING BALLAST WATER OR SLOPS, UNLESS CONCURRENT WITH CARGO OPERATIONS, BUT ONLY

TO THE EXTENT IT DOESN'T INTERFERE WITH OR OTHERWISE NEGATIVELY AFFECT CARGO OPERATIONS;

5. ALL TIME LOST DUE TO ANY OTHER CAUSE ATTRIBUTABLE TO THE "DIRECT" FAULT OF OWNER, THE VESSEL,

HER MASTER OR CREW, OR AGENTS OR SUBCONTRACTORS OF OWNER.

26. WEATHER:

DELETE WORD 'LIGHTERING'

27. SLOP:

28. ADDRESS COMMISSION:

29. WAR RISK: (WHERE APPLICABLE)

LINE 4: DELETE "ON THE DATE OF THIS CHARTER" INSERT " 18 MARCH 2019 "

30. EARLY LOADING:

31. HALF TIME

32. BREACH

33. ISM CLAUSE:

34. YEAR 2000 WARRANTY – DELETE IN IT'S ENTIRETY

END OF RECAP

THANK YOU FOR YOUR SUPPORT AND COOPERATION.

KIND REGARDS,

PETER PERRI

POTEN AND PARTNERS, INC.

EXHIBIT 6

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE
35/39 AKTI MIAOULI

DATE : 14th June, 2019

INVOICE № : **8034**

VOY. № : **13/19**

Messrs. **PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.**

% Messrs. **POTEN AND PARTNERS, INC**

M.T. "RUNNER" – CP 21.03.2019

**Cargo dues at Djeno Terminal (06.04.19-14.04.19) for
Charterers account as per supporting documents:**

CCC tax -0.550 EUR x BL 116,784.799 MT x 60% =EUR 38,538.95

US.\$ 43,626.09

SOCOTRAMP tax-1.829 EUR x BL 116,784.799 MT x 40% =EUR 85,439.73

96,717.77

R.O.E.:1EUR=1.132 USD

US.\$ 140,343.86

AEGEAN BALTIC BANK S.A.
93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT : AEBAGRAA
IBAN NO : GR9705601020000010312050027
USD C/A : 0103120-50-027
IN FAVOUR OF : NEREUS SHIPPING S.A.
CORRESPONDING BANK :
JP MORGAN CHASE BANK NATIONAL ASSOCIATION-NEW YORK
SWIFT : CHASUS33
ABA NO. : 021000021

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE
35/39 AKTI MIAOULI

DATE : 14th June, 2019

INVOICE № : 8034
VOY. № : 13/19

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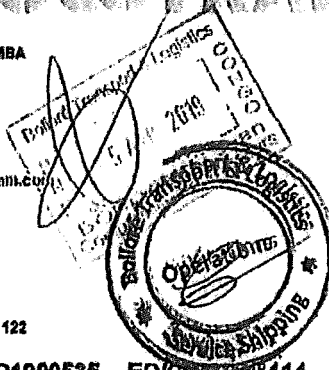
US.\$ 140,343.86

AEGEAN BALTIC BANK S.A.
93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT : AEBAGRAA
IBAN NO : GR9705601020000010312050027
USD C/A : 0103120-50-027
IN FAVOUR OF : NEREUS SHIPPING S.A.
CORRESPONDING BANK :
JP MORGAN CHASE BANK NATIONAL ASSOCIATION-NEW YORK
SWIFT : CHASUS33
ABA NO. : 021000021

Directeur
 Adm.
 Compt.
 Fin.
 Gén.
 Humain
 Juridique
 Logistique
 Maintenance
 Médical
 Qualité
 Sécurité
 Technique
 Transport
 Vieilles
 Vieilles

SOCOTRAM

Siège Social
 5, Avenue Dr Denis LOEMBA
 Centre Ville "A"
 Immeuble Les Manguières
 BP 4922 POINTE NOIRE
 République du Congo
 Tél : (242) 828 01 52
 (242) 828 01 50
 E-mail : sclm@socotram.com



BOLLORE TRANSPORT & LOGISTICS

BP: 616 Pointe Noire
 REP. DU CONGO

Pointe Noire le : 15/04/19

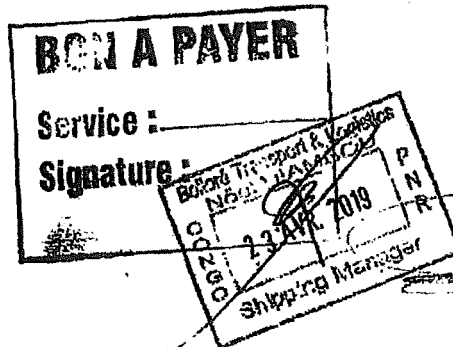
NU : M 2006 11 00 00 548 122

FACTURE N° : FC1900535 EDC/CHIFFRE N° 414

ARMEMENT : GULF VIEW SHIPPING CO SA
 NAVIRE MT RUNNER VOY 13 DU 14/04/2019

Désignation	TX Redevance	% SOCOTRAM	Montant HT CFA	Montant H EURO
REDEVANCE 40% SOCOTRAM BRUT	116 784,799 TM	1,828	40%	56 044 791
Virement à effectuer en faveur de SOCOTRAM auprès de la BANQUE DELUBAC & CIE, 10 rue Roquépine, 75008 Paris, France, Code BANQUE 12678, GUICHET 00001, NUMERO DE COMPTE 22112037834, Clé 24, Code IRAN FR76 1287 0000 0122 1120 3783 424, BIC DELUFR22XXX, Banque Intermediaire. NATIXIS SA. BIC/SWIFT Code: NATXFRPP				85 439,7

FF01191416



T/5579

Total TTC
 Total en CFA : 56 044 791
 Total en EURO : 85 439,73

Arrêté la présente facture à la somme de : Cinquante six millions quarante quatre mille sept cent quatre-vingt onze

FC

Conditions de règlement : le 25/04/19

56 044 791

Société Congolaise de Transport Maritime

(17)

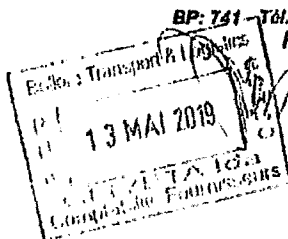
**MINISTÈRE DES TRANSPORTS, DE L'AVIATION CIVILE
ET DE LA MARINE MARCHANDE**

**Conseil Congolais des chargeurs
Direction Générale**

BP: 741 - Tél.: 294.03.43 - Fax : 294.03.46
Pointe-Noire

REPUBLIQUE DU CONGO

Unité Travail Progrès



Pointe-Noire, le 10/05/2019

FACTURE N°: 0043820190510TEH

EXPORT

N° Voyage : 13

NAVIRE : RUNNER

PAVILLON : GREEK

ARMATEUR : GULF VIEW SHIPPING CO. SA

CONSIGNATAIRE : BOLLORE TRANSPORT & LOGISTICS CONGO

DATE DE DEPART : 2019-04-14

DGID

CONSEIL CONGOLAIS DES CHARGEURS

C.C.C.
Rouge PNB



Nature de m/ses	Condi.	Qté	Comm. parti. 60%	% réd	Qté taxée	Taux com.	Montant (XAF)
HYDROCARBURE	Vrac	116 784,799	70 070,879	0	70 070,879	380,776	25 278 891
MONTANT TOTAL							25 278 891

MONTANT € =====> 38 538,947

Arrêté la présente facture à la somme de FCFA: Vingt-cinq millions deux cent soixante-dix-neuf mille huit cent quatre-vingt-onze.-

Le Directeur Général p.i.



GBAILLOVI EMILE CASIMIR PATRICK



FF01191823 (18)

Conditions de paiement: les factures relatives à la commission de participation sont exigibles dans les dix (10) jours suivant leur réception à dater du 23 octobre 2019.

CONSEIL CONGOLAIS DES CHARGEURS

PIC : AU CAPITAL DE 300.000.000 Millions FCFA

NIU : 2004 3023 du 14/01/2014

RCCM : 2004 3023 du 14/01/2014

Régime d'imposition réel / Résidence fiscale IIRF PNB

POINTE-NOIRE

21, Boulevard Charles de GAULLE

Face Grande Poste

Centre ville

**MINISTÈRE DES TRANSPORTS, DE L'AVIATION CIVILE
ET DE LA MARINE MARCHANDE**

**Conseil Congolais des chargeurs
Direction Générale**

BP: 741 - Tél: 294.03.43 - Fax : 294.03.46
Pointe-Noire

REPUBLIQUE DU CONGO

Unité - Travail - Progrès

Pointe-Noire, le 10/05/2019

FICHE DE TAXATION A L'EXPORT

FACTURE N° : 0043820190510TEH

N° Voyage : 13

NAVIRE : RUNNER
PAVILLON : GREEK
ARMATEUR : GULF VIEW SHIPPING CO. SA
CONSIGNATAIRE : BOLLORE TRANSPORT & LOGISTICS CONGO
DATE DE DEPART : 2019-04-14

Nature de m/ses	Condi.	Qté	Comm. parti. 60%	% réd	Nbre BL	Qté taxée	Taux com.	Montant (XAF)
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MONTANT TOTAL								25 278 891

Arrêté la présente fiche à la somme de FCFA : Vingt-cinq millions deux cent soixante-dix-neuf mille huit cent quatre-vingt-onze.-

Pour la Taxation,



Deouy

Audina Nadine MOUTSETSENGUE LOSSAMBO

Conditions de paiements : Les factures relatives à la commission de participation sont exigibles dans les dix (10) jours suivant leur réception Cf arrêté 6718 du 25 octobre 2007 fixant les modalités de perception de la commission de participation et de la redynamie.

Source de données : EXPORT2019042613512128
ISEIL CONGOLAIS DES CHARGEURS
AU CAPITAL DE 300.000.000 Millions FCFA
N° : M2006110000089140
M : 2004 3023 du 14/01/2014
me d'imposition réel / Résidence fiscale IGE 0000

POINTE - NOIRE
21, Boulevard Charles de GAULLE
Face Grande Poste

89

EXHIBIT 7

60 EAST 42ND STREET, SUITE 1638
NEW YORK, NY 10165
(212) 354-0025
FAX: (212) 869-0067

TL@TISDALE-LAW.COM

TISDALE

LAW OFFICES, LLC

New York, N.Y. Southport, C.T.

10 SPRUCE STREET
SOUTHPORT, CT 06890
(203) 254-8474
FAX: (203) 254-1641

WWW.TISDALE-LAW.COM

July 18, 2019

farhad.shakibaei@pes-companies.com

claims@pes-companies.com

Philadelphia Energy Solutions
1735 Market St., 11th Floor
Philadelphia, PA 19103

claim@poten.com

asarris@poten.com

pperri@poten.com

jlomba@poten.com

Peter Perri
Poten & Partners, Inc.
805 Third Ave.
New York, NY 10022

**Re: M/T RUNNER
PES Charter Party dated March 21, 2019**

Dear Sirs:

We are attorneys for Gulfview Shipping Co. SA and Nereus Shipping SA, the Owners and Managers, respectively of the M/T RUNNER in regard to a dispute arising out of the above-referenced charter party with Philadelphia Energy Solutions as Charterers for unpaid demurrage totaling \$140,343.86 arising under the above-referenced charter party.

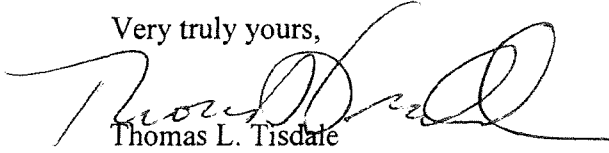
In accordance with Sun Clauses, Clause 8 and ASBATANKVOY form Clause 24 of Part 2, Owners hereby demand arbitration of Charterers and appoint George Tsimis, Esq. as its party appointed arbitrator. Mr. Tsimis' details are as follows:

George J. Tsimis
GJT Marine Consultants, LLC
212 Ryder Road
Manhasset, NY 11030
Tel: 917 306 7721
gtsimis@gjtmarine.com

Notice is hereby given that you have 20 days to appoint your party nominated arbitrator or, in accordance with Clause 24, a second arbitrator will be appointed on your behalf.

We await your earliest response.

Very truly yours,



Thomas L. Tisdale

mt

cc: gtsimis@gjtmarine.com
George J. Tsimis

EXHIBIT 8

POTEN AND PARTNERS, INC.

TO : PES
ATTN : YIYI SHI

TO : TRITON SHIPPING
ATTN : JOE MILON/ELIZABETH MAXWELL

FROM : PETER PERRI

SUBJECT: SPEEDWAY/PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING, LLC –
C/P 10 APRIL 2019

WE ARE PLEASED TO CONFIRM THE FOLLOWING VESSEL WITH ALL SUBJECTS
LIFTED AS FOLLOWS:

THE CHARTER PARTY CONSISTS OF THIS RECAP, THE ASBATANKVOY FORM AND THE SUN
RIDER CLAUSES REFERRED TO BELOW. IN THE EVENT OF CONFLICT BETWEEN THE
PROVISIONS SET OUT HEREIN, THE PRINTED TERMS OF THE CHARTER PARTY FORM AND THE
SUN RIDER CLAUSES, THE ORDER OF PREFERENCE SHALL BE (1) THIS RECAP, (2) THE SUN
RIDER CLAUSES (AS AMENDED BY THIS RECAP) AND (3) THE ASBATANKVOY FORM (AS
AMENDED BY THIS RECAP).

-----TITLE-----

CHARTERER : PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.
OWNER :

SKYVIEW MARINE CO. S.A.
C/O NEREUS SHIPPING S.A.
35-39 AKTI MIAOULI, PIRAEUS, GR 185-35, GREECE
TEL: 30 210 429 2262/6
FAX: 30 210 429 2466/429
EMAIL: PIRAEUS@NEREUSHIP.GR

COMMERCIAL OPERATOR :

NEREUS SHIPPING S.A.
35-39 AKTI MIAOULI STREET, 185-35,
PIRAEUS, GREECE
TEL: 30 210 4292262 / 6
FAX: 30 4292334 / 466
TELEX: 211451 / 212245
EMAIL: PIRAEUS@NEREUSHIP.GR

DISPONENT OWNER:

C/O NEREUS SHIPPING SA
35-39 AKTI MIAOULI STREET, 185-35,
PIRAEUS, GREECE
TEL: 30 210 4292262 / 6
FAX: 30 4292334 / 466

TELEX: 211451 / 212245
EMAIL: PIRAEUS@NEREUSHIP.GR

BROKER : POTEN AND PARTNERS, INC.
C / P FORM : ASBATANKVOY
C/P DATE : 10 APRIL 2019

-----VESSEL-----

VESSEL : SPEEDWAY
FLAG : GREEK
DWT:(METRIC TONS) 158,594 M/T
DRAUGHT: 17.17 M
LOA: 274.17 M
BEAM: 48 M
BUILT: JANUARY 26, 2017
CAPACITY AT 98 %: 169,459 M3 EXCL. SLOPS
SLOP TANK AT 98 %: 3,431 M3
SBT: YES
CBT: N/A
COW: YES
COATED: NO
IGS: YES
TPC: 107.70 MT
BCM: 137.57 M
KTM: 51.40 M COLLAPSABLE TO 50 M
COILED: YES
CLASS: ABS
P AND I CLUB: LONDON STEAMSHIP
GRT: 81,413.00 MT
HULL TYPE: DOUBLE HULL
TVE/COC EXPIRATION DATE: JULY 18, 2020
H + M - USD 95,000,000
LAST SIRE INSPECTION : MOTOROIL / FINNART, UK / 11TH FEBRUARY 2019

LAST 5 CARGOES/CHARTERERS

FUEL OIL / CLEARLAKE
QUA IBOE CRUDE / PETROINEOS
FUEL OIL / PMI
SAHARA CRUDE / VALERO
CASTILA CRUDE / REPSOL

INTAKES OF NKOSSA CRUDE :

55 FT SWAD – ABT 1,045,000 BBLS OR 137,000 MT AT 15.60 M SWEK OR 51 FT 02 INCH
40 FT FWAD – ABT 720,000 BBLS OR 94,500 MT
39 FT FWAD – ABT 696,500 BBLS OR 91,300 MT
38 FT FWAD – ABT 671,000 BBLS OR 88,000 MT

VESSEL IS FITTED WITH A HIGH LEVEL ALARM SYSTEM

=====CARGO=====

CARGO QUANTITY: PART CARGO MINIMUM 130,000 MT ALWAYS CONSISTENT WITH 55' SWAD AT DISPORT,

NO DEADFREIGHT FOR CHARTERER'S ACCOUNT PROVIDED MINIMUM QUANTITY SUPPLIED,
CHARTERER'S OPTION TO FULL CARGO.

FREIGHT ALWAYS TO BE MADE ON B/L QTY BUT MINIMUM 130,000 M/T

GRADE(S): CRUDE OIL(S)

SEGREGATION: MAX 2 GRADES WVNS.

HEAT: NO HEAT - AS AN OPTION

CHARTS OPTION TO INSTRUCT VESSEL TO MAINTAIN LOADED TEMP OR TO HEAT UP TO MAX 125 DEG F

AND PAYING ACTUAL COST OF BUNKERS CONSUMED AND TO BE PAID UPON RECEIPT OF MASTERS DOCUMENTED INVOICE"

=====DATES=====

LAYDAYS: 29 - 30 APRIL 2019 (0001-1600 HRS)

CURRENT POSITION: SAILED SPORE 4 APRIL IN BALLAST TO WAF

ETA BASIS: DJENO – 28 APRIL - AGW

=====GEOGRAPHICAL=====

LOAD: 1/2 SAFE PORT(S) PLACES WAF (NIGERIA - ANGOLA RANGE) EXCLUDING INNER BERTHS

DISCHARGE: 1/2 SAFE PORTS USAC IF NYNNGWB EXCLUDING FLORIDA, MAINE, MARYLAND + NORTH CAROLINA.

AND/OR: 1/2 SAFE PORTS USG PORT(S) EXCLUDING LOOP AND FLORIDA.

AND/OR: 1/2 SAFE PORTS CARIBS EXCLUDING CUBA, ORINOCO, HAITI AND ST. CROIX BUT INCLUDING PUERTO RICO/ BAHAMAS/

ST. LUCIA/ TRINIDAD/ ST. EUSTATIUS/ CAYMAN ISLAND/ AND CAICOS ISLAND.

AND/OR: 1/2 SAFE PORTS ECC ALWAYS WIWL

OR: 1/2 SAFE PORTS UKC (G-H RANGE)

OR: 1/2 SAFE PORTS EUROPEAN MED NEORI GREECE EXCLUDING ALBANIA, YUGOSLAVIA AND FORMER YUGO

(ALWAYS IN GEOGRAPHICAL ROTATION)

(MAX 3 PORTS TOTAL LOAD / DISCHARGE)

=====FINANCIAL=====

FREIGHT RATE: WS 56.25 - IF USG DISCHARGE

WS 58.75 - IF USAC/CARIBS DISCHARGE

WS 61.25 - IF ECC/UKC-MED DISCHARGE

2019 WS TO APPLY

OVERAGE IF ANY AT 50% OF FIXING

TOTAL LAYTIME ALLOWED: PER WS

DEMURRAGE RATE: USD 27,000 PDPR

LADEN SPEED: VESSEL TO PERFORM LADEN VOYAGE AT 13 KTS UPTO 14 KTS WSNP IN CHARTERERS OPTION.

FREIGHT PAYABLE TO: IN U.S. DOLLARS VIA TELEGRAPHIC TRANSFER TO:

AEGEAN BALTIC BANK S.A.
93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT : AEBAGRAA
IBAN NO :GR9705601020000010312050027
USD C/A : 0103120-50-027

IN FAVOUR OF : NEREUS SHIPPING S.A.
CORRESPONDING BANK : JP MORGAN CHASE BANK NATIONAL ASSOCIATION – NEW YORK
SWIFT : CHASUS33
ABA NO : 021000021

=====COMMISSION=====

1.25 PCNT ADDRESS (SEE SUN COMMISSION CLAUSE NO. 28)
1.25 PCNT TO POTEN AND PARTNERS, INC. ON FREIGHT/DEADFREIGHT/DEMURRAGE

=====WAIVER OF SIGNED CHARTER PARTY=====

THE PARTIES AGREE THAT THE SIGNED CHARTER PARTY COUNTERPARTS WILL NOT BE EXCHANGED. INSTEAD, EACH WILL CONFIRM, IN WRITING (INCLUDING BY FAX OR TELEX), THAT THE TERMS SET OUT HEREIN ARE ACCEPTED.

=====SPECIAL PROVISIONS=====

1. THE FOLLOWING REVISIONS TO PARTS I AND II OF THE ASBATANKVOY ARE AGREED BY THE PARTIES:

PART 1 (L) DELETE AS AMENDED CL.7

PART 1 (K): THE PARTIES SELECT NEW YORK.

PART II, CLAUSE 6, LINE 2: DELETE "LETTER, TELEGRAPH, WIRELESS OR TELEPHONE" AND INSERT "IN WRITING (INCLUDING BY FAX OR E-MAIL)"

PART II, CLAUSE 14(A): IN THE LAST SENTENCE, REPLACE THE WORDS "TIME OCCUPIED" WITH THE WORDS
"ADDITIONAL TIME OCCUPIED (AS COMPARED TO THE VPYAGE ORIGINALLY INTENDED)"

PART II, CLAUSE 21: ADD THE FOLLOWING SENTENCE AT THE END OF THE CLAUSE:
"CHARTERER SHALL HAVE A LIEN ON THE VESSEL FOR ANY AMOUNTS DUE FROM OWNER TO CHARTERER HEREUNDER."

PART II, CLAUSE 26: THIS CLAUSE IS DELETED IN ITS ENTIRETY.

2. DELAY AT DISCHARGE PORT CLAUSE:

IF VESSEL IS DELAYED AT DISPORT AS A RESULT OF HOSTILITIES, THEN ALL TIME TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF VESSEL IS ON DEMURRAGE.

3. EXXON D+A CLAUSE

4. ANY TAXES AND/OR DUES AND OR LEVIES ON CARGO AND/OR FREIGHT AND OR VESSEL AT LOAD OR DISCHARGE PORT NOT COVERED UNDER WORLDSCALE TO BE FOR CHARTERER'S ACCOUNT.

5. OWNER WARRANTS VESSEL HAS A CLOSED LOADING SYSTEM.

6. GABONESE TAX CLAUSE - 'IF GABON, GABONESE SHIPPING COUNCIL TAX TO BE FOR CHARTERERS ACCOUNT.'

7. VESSEL TO ARRIVE LOADPORT WITH CLEAN BALLAST

8. SUN WEST AFRICA BALLAST CLAUSE.

OWNER WARRANTS VESSEL WILL ARRIVE AT LOAD PORT WITH SUFFICIENT CLEAN BALLAST ON BOARD (APPROXIMATELY 30 PCT OF SDWT) FOR PROPER MANEUVERABILITY. OWNER FURTHER WARRANTS VESSEL IS ABLE TO DEBALLAST AND LOAD CARGO SIMULTANEOUSLY WITH TWO VALVE SEGREGATION WHILE MAINTAINING 30 PER CT OF SUMMER DEADWEIGHT AND WITH THE VESSEL'S PROPELLER AND RUDDER PROPERLY IMMERSED AT ALL TIMES. ALL DELAYS, LOSSES AND EXPENSES INCURRED DUE TO VESSEL'S NON COMPLIANCE WILL BE FOR OWNER'S ACCOUNT.

9. ANY TIME AND OR EXPENSE IN OBTAINING A VALID TVE CERTIFICATE TO DISCHARGE IN U.S. TO BE FOR OWNER'S ACCOUNT.

10. OWNER/MASTER WARRANTS THAT THE H2S CONTENT AND MERCAPTAN LEVEL IN EACH CARGO TANK PRIOR TO ARRIVAL AT LOADPORT WILL NOT EXCEED TERMINAL REGULATIONS.

11. OWNER'S NIGERIAN CLAUSE:

"ANY DELAYS IN OBTAINING NIGERIAN TASK FORCE PERMISSION TO ENTER OR LEAVE NIGERIAN

WATERS TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE IF ON DEMURRAGE.

ANY TAXES AND /OR DUES AND/OR LEVIES ON CARGO AND/OR FREIGHT BUT NOT LIMITED TO

NIGERIAN CONSERVANCY DUES, NIGERIAN HARBOUR DUES, OIL TERMINAL DUES, WHARFAGE, NMA

(NATIONAL MARITIME AUTHORITY) FEE, AND ANY OTHER ITEMS AS PER WORLDSCALE PREAMBLE 12

AND /OR FIXED AND /OR VARIABLE RATE DIFFERENTIALS AS PER WORLDSCALE TO BE SETTLED BY THEM DIRECTLY.

ANY DELAYS IN NIGERIA DUE TO LOCKOUTS, STRIKES, RESTRAINTS, WORK TO RULE, GO-SLOW, CIVIL

UNREST TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF ON DEMURRAGE.

12. OWNER WILL COMPLY WITH THE APPLICABLE U.S. CUSTOMS REGULATION 19 CFR 4.7 (B) (2) AND

OBTAIN AND ACTIVELY CODE 3 CUSTOMERS BORDER AND PATROL INTERNATIONAL CARRIER

BOND PRIOR TO ARRIVAL AT THE UNITED STATES OR UNITED STATES TERRITORY DISPORT.

13. IF LOADING GAMBA, OWNERS CONFIRM VESSEL MUST/WILL ARRIVE AT LOADPORT WITH DEADWEIGHT

NOT TO EXCEED 150,000 MT.

14. NORTH AMERICA ECA CLAUSE: (N/A – ALREADY INCORPORATED INTO THE 2017 WORLD SCALE)

IF VESSEL IS INSTRUCTED TO CALL A PORT WITHIN ECA, THEN CHARTERERS TO PAY LADEN LEG ONLY AS PER WORLDSALE AGAINST MASTERS STATEMENT/SHIPS LOG. IF VESSEL HAS TO PASS THROUGH AN ECA ZONE TO REACH NOMINATED PORT THEN CHARTERERS TO PAY THAT PORTION WHILE VESSEL IS IN ECA AREA AGAINST MASTERS STATEMENT/SHIPS LOG

15. TRADE AND ECONOMIC SANCTIONS AND ANTI-CORRUPTION COMPLIANCE CLAUSE:

1. OWNER REPRESENTS AND WARRANTS THAT NEITHER THE VESSEL, NOR OWNER, OWNER'S SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER, IS A PARTY IDENTIFIED ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS; THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS LIST OR ENTITY LIST; THE U.S. STATE DEPARTMENT'S DEBARRED LIST, OR ANY OTHER SIMILAR LIST OF PROHIBITED OR DENIED PARTIES MAINTAINED BY THE U.S. GOVERNMENT, OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS (A "BLOCKED PERSON"). OWNER FURTHER WARRANTS THAT NEITHER OWNER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER IS ORGANIZED UNDER THE LAWS OF, ACTING AT THE DIRECTION OF, OR OPERATING UNDER THE FLAG OF, ANY COUNTRY SUBJECT TO A COMPREHENSIVE EMBARGO OR SANCTIONS PROGRAM OF THE UNITED STATES OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
2. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH ALL APPLICABLE TRADE AND ECONOMIC SANCTIONS LAWS AND REGULATIONS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
3. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH THE BRIBERY AND OTHER ANTI-CORRUPTION LAWS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS. APPLICABLE BRIBERY AND ANTI-CORRUPTION LAWS INCLUDE, BUT ARE NOT LIMITED TO, THE U.S. FOREIGN CORRUPT PRACTICES ACT, THE U.K. BRIBERY ACT AND BRAZIL'S CLEAN COMPANIES ACT.
4. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CHARTERER, ITS SHAREHOLDERS (INCLUDING PES AND ICBC STANDARD BANK PLC), SUBSIDIARIES AND AFFILIATES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THEM (COLLECTIVELY, THE "CHARTERER INDEMNIFIED PARTIES"), FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, COST, DAMAGE, EXPENSE, FINE, JUDGMENT, LIABILITY OR PENALTY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ATTORNEYS FEES AND COSTS OF COURT OR ARBITRATION) (COLLECTIVELY, "COSTS") ARISING OUT OF OR RESULTING FROM OWNER'S BREACH OF THIS ADDITIONAL SPECIAL PROVISION.

16. INTERNATIONAL SHIP & PORT FACILITY SECURITY CODE / MTSa:

1. OWNER SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (TOGETHER, THE "ISPS CODE") RELATING TO THE VESSEL AND "THE COMPANY" (AS DEFINED BY THE ISPS CODE). IF TRADING TO OR FROM THE UNITED STATES OR PASSING THROUGH UNITED STATES WATERS, OWNER SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE U.S. MARITIME TRANSPORTATION SECURITY ACT 2002 (THE "MTSA") RELATING TO THE VESSEL AND THE "OWNER" (AS DEFINED BY THE MTSA).
2. UPON REQUEST, OWNER SHALL PROVIDE CHARTERER WITH A COPY OF THE RELEVANT INTERNATIONAL SHIP SECURITY CERTIFICATE (OR THE INTERIM INTERNATIONAL SHIP SECURITY CERTIFICATE) AND THE FULL-STYLE CONTACT DETAILS OF THE COMPANY SECURITY OFFICER ("CSO").
3. EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGES, EXPENSE OR DELAY (EXCLUDING CONSEQUENTIAL LOSS, DAMAGES, EXPENSE OR DELAY) CAUSED BY THE FAILURE OF OWNER OR THE COMPANY/OWNER TO COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE/MTSA OR THIS SECTION 12 SHALL BE FOR OWNER'S ACCOUNT, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD CHARTERER, ITS AGENTS AND THE CARGO OWNER HARMLESS THEREFROM. ANY DELAY CAUSED BY SUCH FAILURE SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE.
4. CHARTERER SHALL PROVIDE OWNER AND THE SHIP SECURITY OFFICER ("SSO")/MASTER WITH ITS FULL-STYLE CONTACT DETAILS AND, UPON REQUEST, ANY OTHER INFORMATION OWNER REQUIRES TO COMPLY WITH THE ISPS CODE/MTSA.
5. PROVIDED THAT THE DELAY IS NOT CAUSED BY OWNER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THE ISPS CODE/MTSA (IN WHICH CASE ANY DELAY CAUSED BY SUCH FAILURE SHALL BE FOR OWNER'S ACCOUNT AND SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE), ANY DELAY RESULTING FROM MEASURES IMPOSED BY A PORT FACILITY OR BY ANY RELEVANT AUTHORITY UNDER THE ISPS CODE/MTSA THAT ARE BEYOND THE REASONABLE CONTROL OF OWNER AND CHARTERER SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE, WITH DEMURRAGE CALCULATED AT 50% OF THE DEMURRAGE RATE.
6. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS CHARTER, ANY ADDITIONAL COSTS OR EXPENSES WHATSOEVER SOLELY ARISING OUT OF OR RELATED TO SECURITY REGULATIONS OR MEASURES REQUIRED BY THE PORT FACILITY OR ANY RELEVANT AUTHORITY AT THE LOADING OR DISCHARGE PORT IN ACCORDANCE WITH THE ISPS CODE/MTSA AND TO WHICH OWNER AND THE VESSEL WOULD NOT BE SUBJECT BUT FOR THE TRADING OF THE VESSEL TO SUCH LOADING OR DISCHARGE PORT, INCLUDING, BUT NOT LIMITED TO, SECURITY GUARDS, LAUNCH SERVICES, VESSEL ESCORTS, SECURITY FEES OR TAXES AND INSPECTIONS, SHALL BE FOR CHARTERER'S ACCOUNT, UNLESS SUCH COSTS OR EXPENSES RESULT SOLELY FROM A FAILURE BY OWNER TO COMPLY WITH THIS CHARTER PARTY, AN ACT OR OMISSION OF THE MASTER OR CREW, THE PREVIOUS TRADING OF THE VESSEL, THE NATIONALITY OF THE CREW OR THE IDENTITY OF OWNER'S MANAGERS. ALL MEASURES REQUIRED BY OWNER TO COMPLY WITH THE SHIP SECURITY PLAN SHALL BE FOR OWNER'S ACCOUNT.
7. IF EITHER PARTY MAKES ANY PAYMENT THAT IS FOR THE OTHER PARTY'S ACCOUNT ACCORDING TO SPECIAL PROVISION 16, THE OTHER PARTY SHALL INDEMNIFY THE PAYING PARTY.
8. WHEN THE VESSEL CALLS IN THE UNITED STATES, INCLUDING ANY U.S. TERRITORY, THE FOLLOWING PROVISIONS SHALL APPLY WITH RESPECT TO ANY APPLICABLE SECURITY REGULATIONS OR MEASURES:
 - (a) **REPORTING** – THE VESSEL OR ITS AGENTS SHALL REPORT AND SEND ALL NOTICES AS REQUIRED TO OBTAIN ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES. ANY DELAY CAUSED BY THE FAILURE TO SO REPORT SHALL BE FOR OWNER'S ACCOUNT, UNLESS SUCH FAILURE TO REPORT IS CAUSED BY OR ATTRIBUTABLE TO

CHARTERER OR ITS REPRESENTATIVES OR AGENTS INCLUDING, BUT NOT LIMITED TO, THE SHIPPER AND/OR RECEIVER OF THE CARGO.

- (b) **CLEARANCES** – UNLESS CAUSED BY OWNER'S ACT OR FAILURE TO ACT IN COMPLIANCE WITH THIS CHARTER PARTY, ANY DELAY SUFFERED OR TIME LOST IN OBTAINING THE ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE; PROVIDED THAT THE DEMURRAGE RATE TO BE APPLIED IN ANY CASE WHERE DELAY IS NOT CAUSED BY CHARTERER'S NEGLIGENCE SHALL BE CALCULATED AT 50% OF THE DEMURRAGE RATE.
- (c) **EXPENSES** – ANY EXPENSES OR ADDITIONAL FEES RELATING TO THE CARGO, EVEN IF LEVIED AGAINST THE VESSEL, THAT ARISE OUT OF THE SECURITY MEASURES IMPOSED AT THE LOADING PORT AND/OR THE DISCHARGE PORT AND/OR ANY OTHER PORT TO WHICH CHARTERER ORDERS THE VESSEL, SHALL BE FOR CHARTERER'S ACCOUNT.

17. BASIC VESSEL REQUIREMENTS: (APRIL 2015)

THE VESSEL SHALL BE SUITABLE IN EVERY WAY FOR LOADING AND DISCHARGING THE CARGO AT THE DECLARED LOADING AND DISCHARGE PORTS AND TERMINALS, AND SHALL COMPLY IN FULL WITH ALL APPLICABLE PROCEDURES, RULES AND REGULATIONS OF SUCH LOADING AND DISCHARGING PORTS AND TERMINALS. OWNER WARRANTS THAT THE VESSEL IS NOT, AND IS NOT OWNED, CONTROLLED OR AFFILIATED WITH, A BLOCKED PERSON (AS DEFINED IN SECTION 14.1 HEREOF). ANY COSTS, EXPENSES, FINES OR PENALTIES INCURRED BY OWNER OR CHARTERER BY REASON OF THE VESSEL NOT BEING OF THE ABOVE DESCRIPTION AND TIME LOST THEREBY SHALL BE FOR OWNER'S ACCOUNT.

18. SEIZURE AND ARREST: (APRIL 2015)

IF THE VESSEL IS SEIZED, ARRESTED OR OTHERWISE DETAINED BY A THIRD PARTY NOT ARISING FROM ANY ACT OR OMISSION OF CHARTERER, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CHARTERER FOR ALL DAMAGES, LOSSES, CLAIMS, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM, AND ANY TIME LOST SHALL NOT COUNT AS LAYTIME.

19. FOR FREIGHT CALCULATION PURPOSES, THE PLACE OF LIGHTERING SHALL NOT CONSIDERED A DISCHARGE PORT OR

DISCHARGE BERTH WHETHER OR NOT DESIGNATED AS SUCH BY WORLDSCALE OR OTHER ORGANIZATIONS HAVING JURISDICTION, PROVIDED THE DESIGNATED LIGHTERING AREA IS A CUSTOMARY LIGHTERING ANCHORAGE FOR THAT DISCHARGE PORT.

THE FOLLOWING SUN CLAUSES DATED JUNE 12, 1998 NO. 1-34 WITH ALTERATIONS AND DELETIONS AS LISTED BELOW ARE HEREBY INCORPORATED IN THIS CHARTER PARTY.

1. HOURS/TERMS/CONDITIONS:

LINE 2: AFTER 'CONDITIONS' ADD 'AS AMENDED' LAYTIME PER WS

2. ARBITRATION OF SMALL CLAIMS: REVISED 4/20/15

THE PARTIES AGREE, THAT ANY DISPUTES RELATING TO CLAIMS OF \$50,000 OR LESS IN THE AGGREGATE THAT ARE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THIS CHARTER SHALL BE GOVERNED BY THE SHORT FORM ARBITRATION PROCEDURE ADOPTED BY THE SOCIETY OF MARITIME ARBITRATORS.

3. GENERAL AVERAGE: REVISED 4/20/15

GENERAL AVERAGE SHALL BE ADJUSTED, STATED AND SETTLED ACCORDING TO YORK/ANTWERP RULES, 1974, AS

AMENDED 1994, WHICH RULES SHALL BE DEEMED TO BE A PART OF THIS CHARTER PARTY, AND AS

TO MATTERS NOT PROVIDED FOR BY THOSE RULES, ACCORDING TO THE LAWS AND USAGES AT THE PORT OF NEW YORK.

4. CARGO RETENTION CLAUSE:

DELETE IN IT'S ENTIRETY INSERT' AMOCO CARGO RETENTION CLAUSE AFTER 'FREE FLOWING' INSERT 'LIQUID AND PUMPABLE'.

5. COMPLIANCE WITH REQUIREMENTS:(REVISED APRIL 2015)

OWNER WARRANTS THAT IT IS A MEMBER OF THE INTERNATIONAL TANKER OWNER POLLUTION FEDERATION, LIMITED(ITOPF) AND WILL COMPLY WITH ALL APPLICABLE U.S.FEDERAL, STATE, AND LOCAL AND ALL FOREIGN LAWS, INTERNATIONAL TREATIES AND CONVENTIONS, TREATIES, PROTOCOLS OR OTHER AGREEMENTS RELATED TO THE NAVIGATION, MANAGEMENT, HANDLING OR OPERATION OF THE VESSEL AND APPLICABLE TERMINAL RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, CUSTOMS REGULATIONS; THE OIL POLLUTION ACT OF 1990; ALL APPLICABLE PORT RULES AND REGULATIONS; AND WILL HAVE AND CARRY ABOARD THE VESSEL A U.S.FEDERAL MARITIME COMMISSION CERTIFICATE OF FINANCIAL RESPONSIBILITY (OIL POLLUTION) AS ISSUED BY THE UNITED STATES COAST GUARD, AND A CERTIFICATE OF INSURANCE AS DESCRIBED IN THE CIVIL LIABILITY CONVENTION FOR OIL POLLUTION DAMAGE. IN NO CASE SHALL CHARTERER BE LIABLE FOR USED LAYTIME, DEMURRAGE, OR OTHER DELAY AS A RESULT OF OWNER'S FAILURE TO COMPLY WITH THE AFOREMENTIONED OBLIGATIONS, AND ANY LOSSES, DIRECT EXPENSES OR DIRECT DAMAGES ARISING AS A RESULT OF SUCH FAILURE TO COMPLY WITH THIS CLAUSE WILL BE FOR OWNER'S ACCOUNT. THIS DOES NOT RELEASE CHARTERERS FROM THEIR RESPONSIBILITY TO NOMINATE VESSEL TO AND CLEAR THE VESSEL WITH ALL LOAD AND DISCHARGE PORT(S)/TERMINALS(S) PRIOR TO LIFTING SUBJECTS.

6. INSURANCE: (REVISED APRIL 2015) –

OWNER WARRANTS THAT FROM THE TIME THE VESSEL IS OBLIGATED TO PROCEED TO THE LOADING

PORT(S) AND THROUGHOUT THE VESSEL'S SERVICE UNDER THIS CHARTER PARTY, OWNER

SHALL MAINTAIN THE FOLLOWING INSURANCE WITH RESPECT TO THE VESSEL AT OWNER'S EXPENSE:

1. HULL AND MACHINERY INSURANCE INCLUDING COLLISION LIABILITY IN AN AMOUNT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, ~~THE UNDERWRITERS OF SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER;~~
2. PROTECTION AND INDEMNITY INSURANCE ON A FULL ENTRY BASIS WITH AN INTERNATIONAL GROUP P&I CLUB, SUCH INSURANCE TO INCLUDE, BUT NOT BE LIMITED TO: COVERAGE IN RESPECT OF LOSS OF OR DAMAGE TO THE CARGO; COVERAGE FOR INJURIES TO OR DEATH OF MASTERS, MATES AND CREW; COLLISION LIABILITIES NOT INSURED UNDER THE H&M POLICY; EXCESS COLLISION LIABILITIES; CARGO LEGAL LIABILITIES; AND POLLUTION

LIABILITIES. THE LIMIT OF SUCH INSURANCE SHALL BE AS ESTABLISHED BY THE RULES OF THE INTERNATIONAL GROUP OF P&I CLUBS EXCEPT FOR POLLUTION LIABILITIES, WHICH SHALL BE LIMITED TO THE MAXIMUM POLLUTION LIMIT OFFERED THROUGH THE P&I CLUBS OF THE INTERNATIONAL GROUP (CURRENTLY US \$1 BILLION). ~~CHARTERER SHALL BE NAMED AS AN ADDITIONAL ASSURED ON ALL P&I CLUB ENTRIES (SUBJECT TO MISDIRECTED ARROW CLAUSE), AND THE P&I CLUB SHALL WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER; AND~~

3. HULL AND P&I WAR RISK INSURANCE WITH A LIMIT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, ~~SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER.~~

OWNER SHALL PROVIDE TO CHARTERER, ON REQUEST, EVIDENCE OF SUCH INSURANCE. ~~ANY EXTRA INSURANCE ON FREIGHT AND/OR CARGO, DUE TO VESSEL'S AGE, CLASSIFICATION, AND/OR FLAG, IS FOR OWNER'S ACCOUNT, AND CHARTERER SHALL HAVE THE RIGHT TO "DEDUCT" SUCH EXTRA INSURANCE COSTS FROM FREIGHT DUE OWNER.~~

7. POLLUTION PREVENTION AND RESPONSIBILITY:

LINE 11 DELETE FROM THE WORD "ANY" THROUGH LINE 13 TO THE WORD "EXPENSE".

8. DISPUTE RESOLUTION:

9. ETA:

10. CLEAN BALLAST:

11. BUNKER:

12. DIVERSION:

13. CARGO SHIFTING CLAUSE:

14. SUN SPEED CLAUSE:

LINE 2 INSERT ' SEE MAIN TERMS ABOVE'

LINE 4 TO 13 DELETE IN IT'S ENTIRETY

15. HEATING:

ADD 'AT CHARTERERS OPTION'

DELETE ANY REFERENCE TO '135' INSERT '125'

AT END ADD FOLLOWING 'ANY COST FOR RAISING CARGO TEMPERATURE

TO BE PAID BY CHARTERERS UPON RECEIPT OF MASTER'S INVOICE' (SEE MAIN BODY OF C/P).

16. CHANGE OF DESTINATION/BILL OF LADING INDEMNITY CLAUSE:

17. AGENCY: (REVISED APRIL 2015):

IT IS UNDERSTOOD AND AGREED CHARTERER RESERVES THE RIGHT TO APPOINT AGENTS WHOSE FEES ARE COMPETITIVE WHO

WILL ACT AS THE AGENT FOR, AND BE SOLELY RESPONSIBLE TO, THE VESSEL ENTERING AND CLEARING THE LOAD/DISCHARGE

PORT(S). SUCH AGENTS, ALTHOUGH APPOINTED BY CHARTERER, SHALL BE PAID BY OWNER.

18. BOARDING CLAUSE:

19. SURVEY AND SAMPLE:

20. LIGHTERING:

LINES 8/9 DELETE 'ONE HALF' INSERT 'FULL',

21. PUMPING:

LINE 3 DELETE (OR PRO RATA TIME FOR A PART CARGO)

LINE 9 AFTER WORD 'MANIFOLD' INSERT 'PROVIDED SHORE FACILITIES PERMIT'

LINE 10 INSERT 'COWING'

DELETE LAST SENTENCE OF CLAUSE

22. CRUDE OIL WASHING:

INSERT AT END 'OVER AND ABOVE THAT SPECIFIED IN VESSEL'S COW MANUAL'.

23. IGS DEPRESSURIZATION:

24. CLAIMS:

LINE 5 DELETE 'THIRTY (30)' AND INSERT 'SIXTY (60)'

LINE 7 DELETE 'SIXTY(60)' AND INSERT 'NINETY (90)'

25. LAYTIME-DEMURRAGE EXCEPTIONS REVISED APRIL 2015):

NOTWITHSTANDING ANYTHING IN PARTS I OR II TO THE CONTRARY, THE FOLLOWING TIME PERIODS SHALL NOT BE

CHARGED AGAINST LAYTIME, USED LAYTIME OR TIME ON DEMURRAGE, WHETHER OR NOT LIGHTERING HAS OCCURRED:

1. ALL THE TIME BETWEEN EARLY ARRIVAL NOR AT LOAD PORT AND 0600 ON THE FIRST DAY OF LAYDAYS, UNLESS THE VESSEL

BERTHS EARLIER WITH CHARTERER'S CONSENT;

2. THE FIRST SIX (6) HOURS AFTER NOR AT ALL OTHER LOAD AND DISCHARGE PORTS, UNLESS THE VESSEL BERTHS EARLIER;

3. ALL TIME PROCEEDING FROM ANY FIRST ANCHORAGE TO THE FIRST BERTH AT EACH PORT UNTIL THE VESSEL IS

SECURELY MOORED AT THE DESIGNATED LOADING / DISCHARGE BERTH IN ALL RESPECTS READY TO LOAD OR DISCHARGE

CHARTERER'S CARGO, IN FREE PRATIQUE, CUSTOMS AND IMMIGRATION CLEARED;

4. ALL TIME SPENT DISCHARGING BALLAST WATER OR SLOPS, UNLESS CONCURRENT WITH CARGO OPERATIONS, BUT ONLY

TO THE EXTENT IT DOESN'T INTERFERE WITH OR OTHERWISE NEGATIVELY AFFECT CARGO OPERATIONS;

5. ALL TIME LOST DUE TO ANY OTHER CAUSE ATTRIBUTABLE TO THE "DIRECT" FAULT OF OWNER, THE VESSEL,

HER MASTER OR CREW, OR AGENTS OR SUBCONTRACTORS OF OWNER.

26. WEATHER:

DELETE WORD 'LIGHTERING'

27. SLOP:

28. ADDRESS COMMISSION:

29. WAR RISK: (WHERE APPLICABLE)

LINE 4: DELETE "ON THE DATE OF THIS CHARTER" INSERT " 5 APRIL 2019 "

30. EARLY LOADING:

31. HALF TIME

32. BREACH

33. ISM CLAUSE:

34. YEAR 2000 WARRANTY – DELETE IN IT'S ENTIRETY

END OF RECAP

THANK YOU FOR YOUR SUPPORT AND COOPERATION.

KIND REGARDS,

PETER PERRI

POTEN AND PARTNERS, INC.

EXHIBIT 9

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE
35/39 AKTI MIAOULI

DATE : 30th May, 2019

INVOICE № : **8014**

VOY. № : **18/19**

Messrs. **PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.**

% Messrs. **POTEN AND PARTNERS, INC**

M.T. "SPEEDWAY" – CP 10.04.2019	
Cargo heating expenses for Charterers account as per Master's Statement and supporting documents:	
• IFO: 99.3 MT x US\$ 422 PMT	US.\$ 41,904.60
• MGO: 6 MT x US\$ 600 PMT	3,600.00
	<hr/>
	US.\$ 45,504.60
	<hr/>

AEGEAN BALTIC BANK S.A.
93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT : AEBAGRAA
IBAN NO : GR9705601020000010312050027
USD C/A : 0103120-50-027
IN FAVOUR OF : NEREUS SHIPPING S.A.
CORRESPONDING BANK :
JP MORGAN CHASE BANK NATIONAL ASSOCIATION-NEW YORK
SWIFT : CHASUS33
ABA NO. : 021000021

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE
35/39 AKTI MIAOULI

DATE : 30th May, 2019

INVOICE N^o : 8013
VOY. N^o : 18/19

Messrs. PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

% Messrs. POTEN AND PARTNERS, INC

M.T. "SPEEDWAY" - CP 10.04.2019

To demurrage incurred at loading and discharging ports
as per the attached laytime statement and statement of facts.

04Days-16 Hours-17Mins
(or 4.678472 days) @ US.\$ 27,000.- pdpr

US.\$ 126,318.75

Less: 1.25% address commission

1,578.98

US.\$ 124,739.77

AEGEAN BALTIC BANK S.A.
93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT : AEBAGRAA
IBAN NO : GR9705601020000010312050027
USD C/A : 0103120-50-027
IN FAVOUR OF : NEREUS SHIPPING S.A.
CORRESPONDING BANK :
JP MORGAN CHASE BANK NATIONAL ASSOCIATION-NEW YORK
SWIFT : CHASUS33
ABA NO. : 021000021

NEREUS SHIPPING S.A.

LAYTIME STATEMENT

Date :	30.05.2019	Charterer :	PHILADELPHIA ENERGY SOLUTIONS
Vessel :	MT "SPEEDWAY"	Product :	CRUDE OIL
Shipping File :	18/19	Loading :	DJENO TERMINAL
C/P Date :	10.04.2019	Discharging :	PHILADELPHIA
		Commencement of laydays : 29.04.2019 00:01	

LOADPORT (DJENO TERMINAL)

NOR Tendered	29.04.19	00:01	
Shifting commencement	30.04.19	08:06	
All fast	30.04.19	11:12	
Load commenced	30.04.19	17:54	
Load completed	02.05.19	07:24	
Hoses disconnected	02.05.19	08:06	
Documents signed	02.05.19	13:48	
Laytime starts	29.04.19	06:01	
Laytime ends	02.05.19	13:48	
Total time used			03-07-47
Deductions :	From	To	D - H - M
Documents allowance			00-03-00
Shifting to berth	30.04.19-08:06	30.04.19-11:12	00-03-06
Total deduction			00-06-06
Net time used at loadport			03-01-41

LIGHTERING (BIGSTONE)

NOR Tendered	20.05.19	15:42	
All fast	20.05.19	16:48	
Lightering commenced	20.05.19	18:24	
Lightering completed	23.05.19	15:24	
Hoses disconnected	23.05.19	16:00	
Anchor up	24.05.19	11:12	
Laytime starts	20.05.19	16:48	
Laytime ends	24.05.19	11:12	
Total time used			03-18-24
Deductions :	From	To	D - H - M
			03-18-24

DISPORT (F. MIFFLIN)

All fast	24.05.19	21:48	
Discharge commenced	24.05.19	23:18	
Discharge completed	25.05.19	17:24	
Hoses disconnected	25.05.19	18:00	
Laytime starts	24.05.19	21:48	
Laytime ends	25.05.19	18:00	
Total time used			00-20-12
Deductions :	From	To	D - H - M
Total deduction			
Net time used at disport			00-20-12

	D - H - M
Total net used time :	07-16-17
Allowed laytime :	03-00-00
Time on demurrage :	04-16-17
or:	4.678472 days
Demurrage rate pdpr :	US.\$ 27,000
Gross demurrage :	US.\$ 126,318.75

NEREUS SHIPPING S.A.
PIRAEUS

Issue Date: 07.09.2011
Rev.00

NOTICE OF READINESS

MESSRS:

DJENO TERMINAL

VESSEL : M/T SPEEDWAY

PORT : DJENO, REPUBLIC OF CONGO

DATE : 29 / April / 2019

Dear Sirs,

I hereby tender you the good M/T vessel M/T SPEEDWAY under my command which anchored at port of DJENO, REPUBLIC OF CONGO on 28TH April 2019 at 14 : 06 hrs local time, and as from today 29TH April 2019 at 00 : 01 hrs local time, she is ready in all respects to commence loading of her cargo N'KOSSA CRUDE OIL as per terms, conditions, provisions and/or exemptions of the governing Charter Party dated 10TH April 2019 under which this voyage is performed.

Kindly acknowledge receipt of this notice of readiness by returning to us the attached copies duly signed.

Yours faithfully,

Captain EVANGELOS CHIOTIS
Master M/T SPEEDWAY

Acknowledged and accepted by:

Date: 30/04/2019

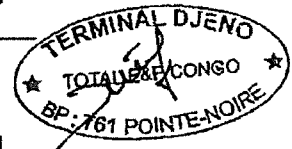
Name: BANKOUNDA

Time: 06:00 LT

in CAPITAL LETTERS

Sign

Local



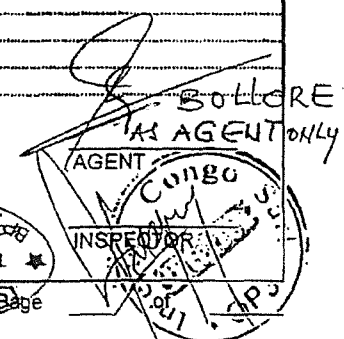
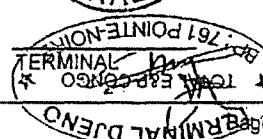
NEREUS SHIPPING S.A.
PIRAEUSIssue Date: 07.09.2011
Rev.03/15.11.2016

STATEMENT OF FACTS

VESSEL:	SPEEDWAY	PORT: DJENO, REPUBLIC OF CONGO	DATE: 28-Apr-02-May-2019	BERTH:	SBM
LOAD/DISCHARGE CARGO:	N'KOSSA CRUDE OIL	B/L QUANTITY:	905545.01	BBLs @ 60	
			117045.982	M.T. API/SG	42.14
EOSP/STBY ENGINES	13:30	28-Apr-19	NUMBER OF TUGS USED		
Arrived Pilot Station			MOORING	UNMOORING	SHIFTING
N.O.R. Tendered	00:01	29-Apr-19	1	1	-
N.O.R. Accepted	06:00	30-Apr-19	ROB - ARRIVAL (E.O.S.P.)		
Free Pratique Granted	06:00	30-Apr-19	HFO HS	HFO LS	MDO/MGO HS
Pilot On Board	08:12	30-Apr-19	1057.9 MT	- MT	- MT
Pilot Off <input checked="" type="checkbox"/> On <input type="checkbox"/>	14:24	02-May-19	MDO/MGO LS	LUB OILS	WATER
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>			450.7 MT	72000 LTRS	470 MT
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>			BUNKERS/LUBS/WATER RECEIVED		
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>			HFO HS	HFO LS	MDO/MGO HS
Pilot Off			- MT	- MT	- MT
Anchored	14:06	28-Apr-19	MDO/MGO LS	LUB OILS	WATER
Anchor Up	08:06	30-Apr-19	- MT	- LTRS	- MT
Anchored			ROB - SAILING		
Anchor Up			HFO HS	HFO LS	MDO/MGO HS
Anchored			1026.6 MT	- MT	- MT
Anchor Up			MDO/MGO LS	LUB OILS	WATER
Tug Boat(T.B) Fasted	10:42	30-Apr-19	450.7 MT	72000 LTRS	400 MT
T.B: Fasted <input type="checkbox"/> Unfasted <input checked="" type="checkbox"/>	09:36	02-May-19	CARGO QUANTITY		
T.B: Fasted <input type="checkbox"/> Unfasted <input type="checkbox"/>			PARCEL 1	PARCEL 2	PARCEL 3
T.B: Fasted <input checked="" type="checkbox"/> Unfasted <input type="checkbox"/>			900631		BBLs
T.B: Unfasted			116406.53		MT
First Line Ashore	11:06	30-Apr-19	114564.74		LT
All Fast	11:12	30-Apr-19	V.E.F. APPLIED		
Commenced Unmooring	09:00	02-May-19	902761		BBLs
Completed Unmooring - Left Dock	09:06	02-May-19	116681.9		MT
Commenced Gauging	11:24	30-Apr-19	114835.75		LT
Completed Gauging	11:54	30-Apr-19	STS OPERATION	TIME	DATE
Calculations Completed			STS CHECK LIST 2		
Commenced Gauging	07:30	02-May-19	STS CHECK LIST 3		
Completed Gauging	09:00	02-May-19	STS CHECK LIST 4		
Calculations Completed	12:30	02-May-19	STS CHECK LIST 5		
Commenced Gauging Re Checked	11:00	02-May-19	REMARKS/STOPPAGES /DELAYS/REASON OF (e.g.		
Completed Gauging Re Checked	12:00	02-May-19	Delays of commencement of operation, cargo docs		
Calculations Completed			delay, etc)		
Commenced Gauging			Fm: 29/Apr/2019 00:01 Hrs Lt NOR tendered		
Completed Gauging			To: 30/Apr/2019 08:12 Hrs Lt Pilot on board		
Calculations Completed			Fm: 30/Apr/2019 11:54 Hrs Lt Cargo Hoses Connected		
Final API received	10:18	02-May-19	To: 30/Apr/2019 17:54 Hrs Lt Commenced loading		
Documents on board	13:30	02-May-19	Fm: 01/May/2019 07:24 Hrs Lt Requested by shore		
Signed Cargo Documents	13:48	02-May-19	To: 01/May/2019 18:30 Hrs Lt		
Hoses Connect <input checked="" type="checkbox"/> Disconnect <input type="checkbox"/> Commenced	11:12	30-Apr-19	Fm: 02/May/2019 08:06 Hrs Lt Cargo Arms Disconnected		
Hoses Connected <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/>	11:54	30-Apr-19	To: 02/May/2019 13:30 Hrs Lt Cargo Docs onboard		
Hoses Connect <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/> Commenced	07:48	02-May-19			
Hoses Connected <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/>	08:06	02-May-19			
Deballasting <input checked="" type="checkbox"/> Ballasting <input type="checkbox"/> Commenced	19:00	30-Apr-19			
Deballasting <input checked="" type="checkbox"/> Ballasting <input type="checkbox"/> Completed	13:30	01-May-19			
Loading <input checked="" type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Commenced	17:54	30-Apr-19			
Loading <input checked="" type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Interrupted SHIP <input checked="" type="checkbox"/> SHORE <input type="checkbox"/> STOP	07:24	01-May-19			
Loading <input checked="" type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Resumed	18:30	01-May-19			
Loading <input type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Interrupted SHIP <input type="checkbox"/> SHORE <input type="checkbox"/> STOP					
Loading <input type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Resumed					
Loading <input type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Interrupted SHIP <input type="checkbox"/> SHORE <input type="checkbox"/> STOP					
Loading <input type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Resumed					
Loading <input type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Interrupted SHIP <input type="checkbox"/> SHORE <input type="checkbox"/> STOP					
Loading <input type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Resumed					
Loading <input type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Interrupted SHIP <input type="checkbox"/> SHORE <input type="checkbox"/> STOP					
Loading <input type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Resumed					
Loading <input checked="" type="checkbox"/> Discharge <input type="checkbox"/> Ughtering <input type="checkbox"/> Completed	07:24	02-May-19			
Shifted From:					
To:					
Commenced Sea Passage	14:30	02-May-19			

Vessel's folder: Fixtures

OP.03 TANKERS



NEREUS SHIPPING S.A.
PIRAEUS

Issue Date: 07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

DJENO TERMINAL

VESSEL : M/T SPEEDWAY

PORT : DJENO, REPUBLIC OF CONGO

DATE : 02 / May / 2019

Dear Sirs,

Sub: Delay in cargo operation due to number and size of shore connections

Please be informed that my vessel M/T SPEEDWAY disposes 3 x 16"
connections in both ship's side manifolds but you connected 2 x 16" cargo arms/hoses
in BERTH Djeno SBM for the loading of her cargo N'KOSSA
CRUDE OIL on 2ND May 2019 as a result of which my vessel has been delayed
In your port of DJENO, REPUBLIC OF CONGO and the total time required t loading her
cargo N'KOSSA C.O. exceeded to target time.

Therefore, I serve you this notice of protest and hold you as cargo receivers fully responsible for all costs,
expenses and losses for extra time used for discharge and the consequences as well as that may arise by this
reason, reserving the rights of my Owners and/or Charterers and/or Agents to claim according in due time.

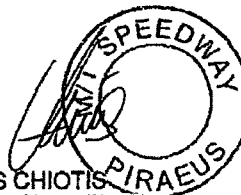
Kindly acknowledge receipt by returning the copies of this letter duly signed.

Yours faithfully,

FOR RECEIPT ONLY



Captain EVANGELOS CHIOTIS
Master M/T SPEEDWAY



Acknowledged and accepted by: Loading Mantes Sign
Date: 02-05-19 Time: _____ Local
Name: MAPITY ALIXE In CAPITAL LETTERS

NEREUS SHIPPING S.A.
PIRAEUS

Issue Date:07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

DJENO TERMINAL

VESSEL : M/T SPEEDWAY

PORT : DJENO, REPUBLIC OF CONGO

DATE : 02 / May / 2019

Dear Sirs,

Re: Delay in Loading due low loading rate

Please be informed that due to your limited loading rate my vessel has been delayed at your port
DJENO, REPUBLIC OF CONGO on 2ND May 2019 and the total
time required to load her cargo nominated exceeds the target time in accordance with her maximum requested
loading rate of 106927 Bbls / ~~Cubic Meters~~ per hour.

Terminal loading rate achieved:

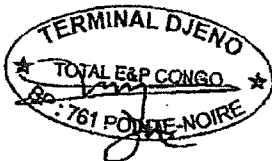
34300 Bbls / ~~Cubic Meters~~ per hour.

Therefore, I serve you this notice of protest and hold you as cargo suppliers fully responsible for all costs,
expenses and losses for extra time used for loading and the consequences as well as that may arise by this
reason, reserving the rights of my Owners and/or Charterers and/or Agents to claim accordingly in due time.

Kindly acknowledge receipt by returning the copies of this letter duly signed.

Yours faithfully,

FOR RECEIPT ONLY



Captain EVANGELOS CHIOTIS

Master M/T SPEEDWAY

Acknowledged and accepted by: Loading Master Sign

Date: 02-05-19 Time: _____ Local

Name: MARITY Alixe In CAPITAL LETTERS

NEREUS SHIPPING S.A.
PIRAEUS

Issue Date:07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

DJENO TERMINAL

VESSEL : M/T SPEEDWAY

PORT : DJENO, REPUBLIC OF CONGO

DATE : 02 / May / 2019

Dear Sirs,

Sub : Berthing Delays on commencement of Loading

On behalf of my Owners, Operators, Charterer's B/L holders and P & I Club I hereby lodge protest and hold you fully responsible in respect of delays in commencing loading operation in port DJENO, REPUBLIC OF CONGO for a period of 32 : 12 hrs/min till Pilot Boarded.

Vessel Tendered Notice Of Readiness on 29TH April 2019 at 00 : 01 hrs L.T. as per terms, Conditions, provisions and / or exemptions of the governing Charter Party: 10-Apr-2019 under which this voyage is performed, vessel is ready to load her cargo.

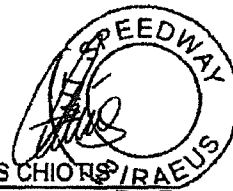
Pilot boarded 30TH April 2019 at 08 : 12 hrs L.T.
Finally vessel berthed (ALL FAST) at 11 : 54 hrs L.T. on 30/Apr/2019

In view of the above I hold you fully responsible for all the costs, expenses, losses as well as the consequences that may arise by this reason, reserving the rights of all the above mentioned parties to claim accordingly in due time.

Kindly acknowledge receipt by returning the copies of this letter duly signed.

FOR RECEIPT ONLY

Yours faithfully,



Captain EVANGELOS CHIOTIS
Master M/T SPEEDWAY



Acknowledged and accepted by: Loading Master Sign
Date: 02-05-19 Time: _____ Local
Name: MAPITY ALIXE in CAPITAL LETTERS

NEREUS SHIPPING S.A.
PIRAEUS

Issue Date: 07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

DJENO TERMINAL

VESSEL : M/T SPEEDWAY

PORT : DJENO, REPUBLIC OF CONGO

DATE : 02 / May / 2019

Dear Sirs,

Sub: Delay on delivery of cargo documents

I hereby lodge protest to you on behalf of my vessel's owners and/or charters and/or Agents and B/L holders and hold you as cargo suppliers fully responsible in respect of the delay on delivery of cargo documents on board my vessel M/T SPEEDWAY

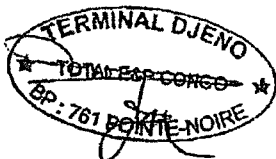
Vessel completed her loading in your port DJENO, REPUBLIC OF CONGO
berth SBM on 2ND May 2019 at 07 : 24 Hrs
local time and cargo hoses disconnected At 08 : 06 hrs After that vessel was awaiting
the cargo documents which finally arrived on board on 2ND May 2019
at 13 : 30 hrs, causing delay to my vessel of 05 : 36 hrs since completion of
loading.

In view of the above I hold you fully responsible for all the costs, expenses, losses as well as the consequences that may arise by this reason, reserving the rights of all the above mentioned parties to claim accordingly in due time.

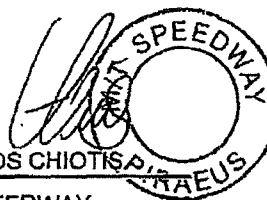
Kindly acknowledge receipt by returning the copies of this letter duly signed.

FOR RECEIPT ONLY

Yours faithfully,



Captain EVANGELOS CHIOTIS
Master M/T SPEEDWAY



Acknowledged and accepted by: Loading Master Sign
Date: 02-05-19 Time: _____ Local
Name: MARITY ALIXE In CAPITAL LETTERS

NEREUS SHIPPING S.A.
PIRAEUS

Issue Date: 07.09.2011

Rev.00

LETTER OF PROTEST

MESSRS:

DJENO TERMINAL

VESSEL : M/T SPEEDWAY

PORT : DJENO, REPUBLIC OF CONGO

DATE : 02 / May / 2019

Dear Sirs,

Re : Delays/ Stoppages imposed by Terminal

This is to bring to your kind attention that the following delays/stoppages imposed by your Terminal to the above named vessel during her present call at Djeno SBM.

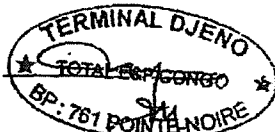
From:		To:		Due to:
Date	Time	Date	Time	
29-Apr-19	00:01 hrs	30-Apr-19	08:12 hrs	From NOR tendered to Pilot on Board
30-Apr-19	11:54 hrs	30-Apr-19	17:54 hrs	Fm: Hoses Connected To: Commenced loading
01-May-19	07:24 hrs	01-May-19	18:30 hrs	Loading interrupted (requested by shore)
02-May-19	08:06 hrs	02-May-19	13:30 hrs	Fm: Hoses Disconnected To: Cargo Docs on board
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	

Therefore, on behalf of the named vessel, her Owners and Charterers, I hereby lodge Protest, holding you solely responsible for any costs, damage, or claims arising from the aforesaid, and reserve the rights to take all actions as may be considered necessary to protect the interest of those parties.

Kindly acknowledge receipt of this letter and oblige accordingly.

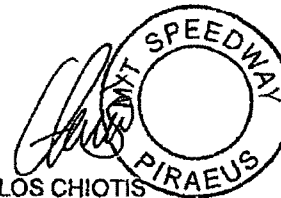
FOR RECEIPT ONLY

Yours faithfully,



Captain EVANGELOS CHIOTIS

Master M/T SPEEDWAY



Acknowledged and accepted by: Loading Master Sign

Date: 02-05-19 Time: _____ Local

Name: MAPITY ALIXE in CAPITAL LETTERS

IEREUS SHIPPING S.A.
IERAEUS

Issue Date: 07.08.2011
Rev.00

NOTICE OF READINESS

MESSRS:

PHILADELPHIA ENERGY
SOLUTIONS

VESSEL : M/T SPEEDWAY

PORT : BIGSTONE ANCHORAGE, USA

DATE : 20 / May / 2019

Dear Sirs,

I hereby tender you the good M/T vessel M/T SPEEDWAY under my command which anchored at port of BIGSTONE ANCHORAGE, USA on 20TH May 2019 at 15 : 42 hrs local time, and as from today 20TH May 2019 at 15 : 42 hrs local time, she is ready in all respects to commence discharging of her cargo N'KOSSA CRUDE OIL as per terms, conditions, provisions and/or exemptions of the governing Charter Party dated 10TH April 2019 under which this voyage is performed.

Kindly acknowledge receipt of this notice of readiness by returning to us the attached copies duly signed.

Yours faithfully,



Captain
Philadelphia Energy Solutions
MTA / Cargo Manager
Eric J Clarke

EVANGELOS CHIOTIS
M/T SPEEDWAY

Acknowledged and accepted by: _____ Sign
Date: MAY 20TH 2019 Time: 17:48 Local
Name: Eric J Clarke In CAPITAL LETTERS

NEREUS SHIPPING S.A.
PIRAEUSIssue Date: 07.09.2011
Rev.03/15.11.2016

STATEMENT OF FACTS

VESSEL:	SPEEDWAY	PORT:	BIGSTONE ANCHORAGE, USA	DATE:	20-21/May/2019	BERTH:	OSG 350/VISION
LOAD/DISCHARGE CARGO:	N'KOSSA CRUDE OIL	B/L QUANTITY:	905545.01	BBLs @ 60	117045.982	M.T.	API/SG
				TIME	DATE	42.14	
EOSP/STBY ENGINES				13:30	20-May-19	NUMBER OF TUGS USED	
Arrived Pilot Station				13:42	20-May-19	MOORING	UNMOORING
N.O.R. Tendered				15:42	20-May-19	SHIFTING	ESCORTING
N.O.R. Accepted				17:48	20-May-19	ROB - ARRIVAL (E.O.S.P.)	
Free Pratique Granted						HFO HS	HFO LS
Pilot On Board				13:42	20-May-19	315.8	MT
Pilot Off <input checked="" type="checkbox"/> On <input type="checkbox"/>				15:48	20-May-19	MDO/MGO LS	LUB OILS
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>						424.3	MT
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>						90445	LTRS
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>						470	MT
Pilot Off						BUNKERS/LUBS/WATER RECEIVED	
Anchored				15:42	20-May-19	HFO HS	HFO LS
Anchor Up						MDO/MGO LS	LUB OILS
Anchored						-	MT
Anchor Up						-	LTRS
Anchored						ROB - SAILING	
Anchor Up						HFO HS	HFO LS
Anchored						-	MT
Anchor Up						MDO/MGO LS	LUB OILS
Tug Boat (T.B) Fasted						-	MT
T.B: Fasted <input type="checkbox"/> Unfasted <input type="checkbox"/>						72000	LTRS
T.B: Fasted <input type="checkbox"/> Unfasted <input type="checkbox"/>						CARGO QUANTITY	
T.B: Fasted <input type="checkbox"/> Unfasted <input type="checkbox"/>						PARCEL 1	PARCEL 2
T.B: Unfasted						PARCEL 3	BBLs
First Line Ashore				16:12	20-May-19		MT
All Fast				16:48	20-May-19		LT
Commenced Unmooring				23:42	20-May-19	V.E.F. APPLIED	
Completed Unmooring - Left Dock				23:54	20-May-19		BBLs
Commenced Gauging				16:00	20-May-19		MT
Completed Gauging				17:18	20-May-19		LT
Calculations Completed				17:48	20-May-19	STS OPERATION	TIME
Commenced Gauging						STS CHECK LIST 2	DATE
Completed Gauging						STS CHECK LIST 3	
Calculations Completed						STS CHECK LIST 4	
Commenced Gauging						STS CHECK LIST 5	
Completed Gauging						REMARKS/STOPPAGES /DELAYS/REASON OF (a.g. Delays of commencement of operation, cargo docs delay, etc)	
Calculations Completed							
Commenced Gauging							
Completed Gauging							
Calculations Completed							
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Completed Gauging							
Calculations Completed							
Final API received							
Documents on board							
Signed Cargo Documents							
Hoses Connect <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/> Commenced				16:48	20-May-19		
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Hoses Connected <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/>				23:36	20-May-19		
Deballasting <input type="checkbox"/> Ballasting <input type="checkbox"/> Commenced							
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PIRAEUS SHIPPING S.A.
PIRAEUS

Issue Date: 07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

OSG 350/VISION

VESSEL : M/T SPEEDWAY

PORT : BIGSTONE ANCHORAGE, USA

DATE : 20 / May / 2019

Dear Sirs,

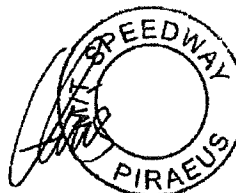
Sub: Delay in cargo operation due to number and size of shore connections

Please be informed that my vessel M/T SPEEDWAY disposes 3 x 16"
connections in both ship's side manifolds but you connected 2 x 12" cargo arms/hoses
in BERTH OSG 350 for the discharging of her cargo N'KOSSA
CRUDE OIL on 20TH May 2019 as a result of which my vessel has been delayed
in your port of BIGSTONE ANCHORAGE, USA and the total time required to discharging her
cargo N'KOSSA C.O. exceeded to target time.

Therefore, I serve you this notice of protest and hold you as cargo receivers fully responsible for all costs,
expenses and losses for extra time used for discharge and the consequences as well as that may arise by this
reason, reserving the rights of my Owners and/or Charterers and/or Agents to claim according in due time.

Kindly acknowledge receipt by returning the copies of this letter duly signed.

Yours faithfully,



Captain EVANGELOS CHIOTIS

Master M/T SPEEDWAY

Acknowledged and accepted by: Brian M. Mack Sign
Lightering Advisor Local
Date: _____
Name: OSG In CAPITAL LETTERS

PIREUS SHIPPING S.A.
RAEUS

Issue Date: 07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

OSG 350/VISION

VESSEL : M/T SPEEDWAY

PORT : BIGSTONE ANCHORAGE, USA

DATE : 20 / May / 2019

Dear sirs,

Re: Delay in Discharging due to limited Discharging rate requested.

Please be informed that during discharging the cargo NKOSSA Crude Oil due to limited capacity of your lines, the back pressure on ship's manifolds maintained all times as maximum requested by terminal 50000 BBLS/HR and the discharging rate calculated about 47746 BBLS/HR

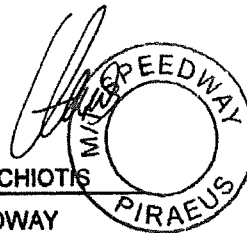
Due to the above mentioned discharging limitation my vessel has been delayed at your port and the total time required to discharge her cargo of NKOSSA Crude Oil exceeded the target time in accordance with her normal discharging rate 75478 BBLS/HR

Therefore I serve you this notice that I hold you as cargo receivers fully responsible for all costs, expenses and losses for extra time used for discharging 1.6 hrs and the consequences as well as that may arise by this reason, reserving the rights of my Owners Charterers and/or Agents to claim accordingly in due time.

Yours faithfully,

Brian M. Mack
Lightering Advisor
OSG

Captain EVANGELOS CHIOTIS
Master M/T SPEEDWAY



Acknowledged and accepted by: _____ Sign
Date: _____ Time: _____ Local
Name: _____ in CAPITAL LETTERS

NEREUS SHIPPING S.A.
PIRAEUS

Issue Date: 07.09.2011
Rev. 01/23.05.2014

PUMPING DATA

Vessel: M/T SPEEDWAY

Cargo: NKOSSA C.O.

Port: BIGSTONE, USA / OSG 250

DATE	TIME	NO.1 CARGO PUMP		NO.2 CARGO PUMP		NO.3 CARGO PUMP		MANIFOLDS PRESSURE Kgr/cm ² - PSI				Hourly Discharge Rate	Remarks (see below)
		RPM	Delivery Pressure Kgr/cm ² - PSI	RPM	Delivery Pressure Kgr/cm ² - PSI	RPM	Delivery Pressure Kgr/cm ² - PSI	No.1	No.2	No.3	No.4		
20/MAY/2019	18:24	650	3.0	-	-	-	-	1.0	1.0	-	-	-	B
20/MAY/2019	18:54	650	3.0	650	3.0	-	-	1.5	1.5	-	-	-	B
20/MAY/2019	19:12	900	4.0	900	4.0	-	-	3.2	3.2	-	-	-	B
20/MAY/2019	19:18	1050	8.0	1050	8.0	-	-	5.2	5.2	-	-	-	B
20/MAY/2019	20:00	1050	8.0	1050	8.0	-	-	5.2	5.2	-	-	6088	B
20/MAY/2019	21:00	1050	8.0	1050	8.0	-	-	5.2	5.2	-	-	55985	B
20/MAY/2019	22:20	1050	8.0	1050	8.0	-	-	5.2	5.2	-	-	55652	B
20/MAY/2019	22:24	900	5.0	900	5.0	-	-	3.2	3.2	-	-	-	B
20/MAY/2019	22:30	700	4.3	700	4.3	-	-	1.8	1.8	-	-	-	B
20/MAY/2019	22:36	700	3.2	-	-	-	-	0.8	0.8	-	-	-	B
20/MAY/2019	22:40	COMPLETED		DISCHARGING		OPERATION							A

Remarks Code:

"A" Stop Discharge at Shore request
"E" Stop Discharge by Vessel
"J" Discharging Lines through MARPOL

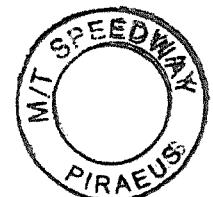
"B" Slow Discharge at Shore Request
"F" Stripping Educting Cargo tanks

"C" Crude Oil Washing
"G" Low Level Tanks

"D" Stop Discharge by Vessel
"H" Discharging Slops

Brian M. Mack
Lightering Advisor
Terminal Representative
OSG
OP.31 TANKERS

LIMNOS MARIOS
Chief Officer



Vessel's Folder: FIXTURE, OP-16

Page 01 of 01

NEREUS SHIPPING S.A.
PIRAEUSIssue Date: 07.09.2011
Rev.03/15.11.2016

STATEMENT OF FACTS

VESSEL:	SPEEDWAY	PORT:	BIGSTONE ANCHORAGE, USA	DATE:	20-21/May/2019	BERTH:	OSG 351/HORIZON
LOAD/DISCHARGE CARGO:	N'KOSSA CRUDE OIL	B/L QUANTITY:	905545.01	BBLS @ 60			
			117045.982	M.T. API/SG			42.14
EOSP/STBY ENGINES		TIME	DATE	NUMBER OF TUGS USED			
Arrived Pilot Station				MOORING	UNMOORING	SHIFTING	ESCORTING
N.O.R. Tendered		23:36	20-May-19	-	-	-	-
N.O.R. Accepted				ROB - ARRIVAL (E.O.S.P.)			
Free Pratique Granted				HFO HS	HFO LS	MDO/MGO HS	
Pilot On Board				315.8 MT	- MT	- MT	
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>				MDO/MGO LS	LUB OILS	WATER	
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>				424.3 MT	90445 LTRS	450 MT	
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>				BUNKERS/LUBS/WATER RECEIVED			
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>				HFO HS	HFO LS	MDO/MGO HS	
Pilot Off				- MT	- MT	- MT	
Anchored		15:42	20-May-19	MDO/MGO LS	LUB OILS	WATER	
Anchor Up				- MT	- LTRS	- MT	
Anchored				ROB - SAILING			
Anchor Up				HFO HS	HFO LS	MDO/MGO HS	
Anchored				- MT	- MT	- MT	
Anchor Up				MDO/MGO LS	LUB OILS	WATER	
Tug Boat(T.B) Fasted				- MT	- LTRS	- MT	
T.B: Fasted <input type="checkbox"/> Unfasted <input type="checkbox"/>				CARGO QUANTITY			
T.B: Fasted <input type="checkbox"/> Unfasted <input type="checkbox"/>				PARCEL 1	PARCEL 2	PARCEL 3	
T.B: Fasted <input type="checkbox"/> Unfasted <input type="checkbox"/>						BBLS	
T.B: Unfasted						MT	
First Line Ashore		00:12	21-May-19			LT	
All Fast		00:54	21-May-19	V.E.F. APPLIED			
Commenced Unmooring		05:30	21-May-19			BBLS	
Completed Unmooring - Left Dock		05:42	21-May-19			MT	
Commenced Gauging						LT	
Completed Gauging				STS OPERATION		TIME	DATE
Calculations Completed				STS CHECK LIST 2			
Commenced Gauging				STS CHECK LIST 3			
Completed Gauging				STS CHECK LIST 4			
Calculations Completed				STS CHECK LIST 5			
Commenced Gauging				REMARKS/STOPPAGES /DELAYS/REASON OF (e.g. Delays of commencement of operation, cargo docs delay, etc)			
Completed Gauging							
Calculations Completed							
Commenced Gauging							
Completed Gauging							
Calculations Completed							
Final API received							
Documents on board							
Signed Cargo Documents							
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Hoses Connected <input checked="" type="checkbox"/> Disconnect <input type="checkbox"/>		01:42	21-May-19				
Hoses Connect <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/> Commenced		04:48	21-May-19				
Hoses Connected <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/>		05:18	21-May-19				
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EREUS SHIPPING S.A.
IRAEUS

Issue Date: 07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

OSG 351/HORIZON

VESSEL : M/T SPEEDWAY

PORT : BIGSTONE ANCHORAGE, USA

DATE : 21 / May / 2019

Dear Sirs,

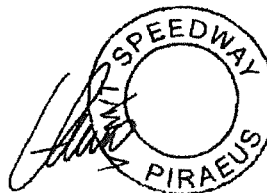
Sub: Delay in cargo operation due to number and size of shore connections

Please be informed that my vessel M/T SPEEDWAY disposes 3 x 16"
connections in both ship's side manifolds but you connected 2 x 12" cargo arms/hoses
in BERTH OSG 351 for the discharging of her cargo N'KOSSA
CRUDE OIL on 21ST May 2019 as a result of which my vessel has been delayed
in your port of BIGSTONE ANCHORAGE, USA and the total time required t discharging her
cargo N'KOSSA C.O. exceeded to target time.

Therefore, I serve you this notice of protest and hold you as cargo receivers fully responsible for all costs,
expenses and losses for extra time used for discharge and the consequences as well as that may arise by this
reason, reserving the rights of my Owners and/or Charterers and/or Agents to claim according in due time.

Kindly acknowledge receipt by returning the copies of this letter duly signed.

Yours faithfully,



Captain EVANGELOS CHIOTIS

Master M/T SPEEDWAY

Acknowledged and accepted by: [Signature]

Sign

Date: 21/5/19

Time: 0600

Local

Name: [Signature]

in CAPITAL LETTERS

for receipt

FIXTURE

LOP.05

Page 1 of 1

REUS SHIPPING S.A.
RAEUS

Issue Date: 07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

OSG 351/HORIZON

VESSEL : M/T SPEEDWAY

PORT : BIGSTONE ANCHORAGE, USA

DATE : 21 / May / 2019

Dear sirs,

Re: Delay in Discharging due to limited Discharging rate requested.

Please be informed that during discharging the cargo NKOSSA Crude Oil due to limited capacity of your lines, the back pressure on ship's manifolds maintained all times as maximum requested by terminal 60000 BBLS/HR and the discharging rate calculated about 38790 BBLS/HR

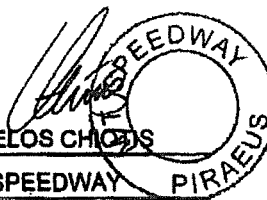
Due to the above mentioned discharging limitation my vessel has been delayed at your port and the total time required to discharge her cargo of NKOSSA Crude Oil exceeded the target time in accordance with her normal discharging rate 75478 BBLS/HR

Therefore I serve you this notice that I hold you as cargo receivers fully responsible for all costs, expenses and losses for extra time used for discharging 1.4 hrs and the consequences as well as that may arise by this reason, reserving the rights of my Owners Charterers and/or Agents to claim accordingly in due time.

Yours faithfully,

Captain EVANGELOS CHIOUS

Master M/T SPEEDWAY



Acknowledged and accepted by:

Date: 21/5/19

Time: 0600

Sign

Local

Name: S. H. H. H.

in CAPITAL LETTERS

FIXTURE

LOP.16

Page 1 of 1

NEREUS SHIPPING S.A.
PIRAEUSIssue Date: 07.09.2011
Rev. 03/15.11.2016

STATEMENT OF FACTS

VESSEL:	SPEEDWAY	PORT:	BIGSTONE ANCHORAGE, USA	DATE:	23-May-19	BERTH:	OSG 351/HORIZON
LOAD/DISCHARGE CARGO:	N'KOSSA CRUDE OIL	B/L QUANTITY:	905545.01	BBLs @ 60	117045.982	M.T.	API/SG
							42.14
EOSP/STBY ENGINES		TIME	DATE	NUMBER OF TUGS USED			
Arrived Pilot Station				MOORING	UNMOORING	SHIFTING	ESCORTING
N.O.R. Tendered		05:18	21-May-19	-	-	-	-
N.O.R. Accepted				ROB - ARRIVAL (E.O.S.P.)			
Free Pratique Granted				HFO HS	HFO LS	MDO/MGO HS	
Pilot On Board				315.8 MT	- MT	- MT	
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>				MDO/MGO LS	LUB OILS	WATER	
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>				424.3 MT	90445 LTRS	450 MT	
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>				BUNKERS/LUB/WATER RECEIVED			
Pilot Off <input type="checkbox"/> On <input type="checkbox"/>				HFO HS	HFO LS	MDO/MGO HS	
Pilot Off				- MT	- MT	- MT	
Anchored		15:42	20-May-19	MDO/MGO LS	LUB OILS	WATER	
Anchor Up				- MT	- LTRS	- MT	
Anchored				ROB - SAILING			
Anchor Up				HFO HS	HFO LS	MDO/MGO HS	
Anchored				- MT	- MT	- MT	
Anchor Up				MDO/MGO LS	LUB OILS	WATER	
Tug Boat(T.B) Fastened				- MT	- LTRS	- MT	
T.B: Fastened <input type="checkbox"/> Unfastened <input type="checkbox"/>				CARGO QUANTITY			
T.B: Fastened <input type="checkbox"/> Unfastened <input type="checkbox"/>				PARCEL 1	PARCEL 2	PARCEL 3	
T.B: Fastened <input type="checkbox"/> Unfastened <input type="checkbox"/>							BBLs
T.B: Unfastened							MT
First Line Ashore		06:42	23-May-19				LT
All Fast		07:24	23-May-19	V.E.F. APPLIED			
Commenced Unmooring		16:12	23-May-19				BBLs
Completed Unmooring - Left Dock		16:18	23-May-19				MT
Commenced Gauging		18:12	23-May-19				LT
Completed Gauging		19:00	23-May-19	STS OPERATION		TIME	DATE
Calculations Completed		19:30	23-May-19	STS CHECK LIST 2			
Commenced Gauging				STS CHECK LIST 3			
Completed Gauging				STS CHECK LIST 4			
Calculations Completed				STS CHECK LIST 5			
Commenced Gauging				REMARKS/STOPPAGES /DELAYS/REASON OF (e.g. Delays of commencement of operation, cargo docs delay, etc)			
Completed Gauging				FM: 21/May/2019 at 05:18 Hrs Lt Hoses Disconnected			
Calculations Completed				To : 23/May/2019 at 08:08 Hrs Lt Hoses Connected			
Final API received							
Documents on board							
Signed Cargo Documents							
Hoses Connect <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/> Commenced		07:24	23-May-19				
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EREUS SHIPPING S.A.
/RAEUS

Issue Date:07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

OSG 351/HORIZON

VESSEL : M/T SPEEDWAY

PORT : BIGSTONE ANCHORAGE, USA

DATE : 23 / May / 2019

Dear Sirs,

Sub: Delay in cargo operation due to number and size of shore connections

Please be informed that my vessel M/T SPEEDWAY disposes 3 x 16"
connections in both ship's side manifolds but you connected 2 x 12" cargo arms/hoses
in BERTH OSG 351 for the discharging of her cargo N'KOSSA
CRUDE OIL on 23RD May 2019 as a result of which my vessel has been delayed
in your port of BIGSTONE ANCHORAGE, USA and the total time required t discharging her
cargo N'KOSSA C.O. exceeded to target time.

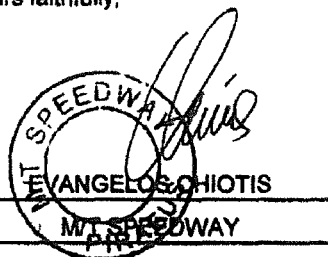
Therefore, I serve you this notice of protest and hold you as cargo receivers fully responsible for all costs,
expenses and losses for extra time used for discharge and the consequences as well as that may arise by this
reason, reserving the rights of my Owners and/or Charterers and/or Agents to claim according in due time.

Kindly acknowledge receipt by returning the copies of this letter duly signed.

Yours faithfully,

Captain

Master



EVANGELOS CHIOTIS

M/T SPEEDWAY

Acknowledged and accepted by:

For Receipt only
R. Johnson

Sign

Date: 23-May-2019

Time: 1630

Local

Name: R. Johnson

in CAPITAL LETTERS

VEREUS SHIPPING S.A.
VERAEUS

Issue Date: 07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

OSG 351/HORIZON

VESSEL : M/T SPEEDWAY

PORT : BIGSTONE ANCHORAGE, USA

DATE : 23 / May / 2019

Dear sirs,

Re: Delay in Discharging due to limited Discharging rate requested.

Please be informed that during discharging the cargo NKOSSA Crude Oil due to limited capacity of your lines, the back pressure on ship's manifolds maintained all times as maximum requested by terminal 70000 BBLS/HR and the discharging rate calculated about 44425 BBLS/HR

Due to the above mentioned discharging limitation my vessel has been delayed at your port and the total time required to discharge her cargo of NKOSSA Crude Oil exceeded the target time in accordance with her normal discharging rate 75478 BBLS/HR

Therefore I serve you this notice that I hold you as cargo receivers fully responsible for all costs, expenses and losses for extra time used for discharging 2.9 hrs and the consequences as well as that may arise by this reason, reserving the rights of my Owners Charterers and/or Agents to claim accordingly in due time.

Yours faithfully,

Captain EVANGELOS CHIOZIS

Master M/T SPEEDWAY



Acknowledged and accepted by: [Signature]

Sign

Date: 23-May-2019

Time: 1630

Local

Name: R. Johnson

in CAPITAL LETTERS

IEREUS SHIPPING S.A.

Issue Date:07.09.2011

PIRAEUS

Rev.00

LETTER OF PROTEST**MESSRS:**

OSG 351/HORIZON

VESSEL : M/T SPEEDWAY**PORT :** BIGSTONE ANCHORAGE, USA**DATE :** 23 / May / 2019

Dear Sirs,

Re : Delays/ Stoppages imposed by Terminal

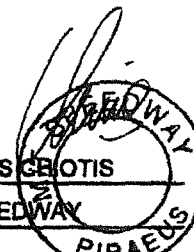
This is to bring to your kind attention that the following delays/stoppages imposed by your Terminal to the above named vessel during her present call at Bigstone anchorage.

From:		To:		
Date	Time	Date	Time	Due to:
21-May-19	05:18 hrs	23-May-19	08:06 hrs	Fm Hoses Disconnected To Hoses Connected
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	

Therefore, on behalf of the named vessel, her Owners and Charterers, I hereby lodge Protest, holding you solely responsible for any costs, damage, or claims arising from the aforesaid, and reserve the rights to take all actions as may be considered necessary to protect the interest of those parties.

Kindly acknowledge receipt of this letter and oblige accordingly.

Yours faithfully,

Captain EVANGELOS GELOTISMaster M/T SPEEDWAYAcknowledged and accepted by: For Receipt OnlyDate: 23-MAY-2019Time: 1630

Sign

Local

Name: R. JOHNSON

in CAPITAL LETTERS

XTURE

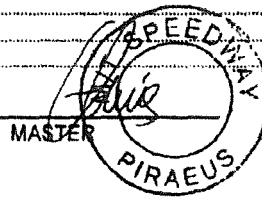
LOP.15

Page 1 of 1

NEREUS SHIPPING S.A.
PIRAEUSIssue Date: 07.09.2011
Rev.03/15.11.2016

STATEMENT OF FACTS

VESSEL:	SPEEDWAY	PORT:	PHILADELPHIA, USA	DATE:	24-25/May/2019	BERTH:	FORT MIFFLIN
LOAD/DISCHARGE CARGO:	NKOSSA CRUDE OIL	B/L QUANTITY:	905545.01	BBLs @ 60			
			117045.982	M.T. API/SG			42.14
		TIME	DATE				
EOSP/STBY ENGINES		NUMBER OF TUGS USED					
Arrived Pilot Station		MOORING	UNMOORING	SHIFTING	ESCORTING		
N.O.R. Tendered		16:00	23-May-19	2	2	-	-
N.O.R. Accepted		22:30	24-May-19	ROB - ARRIVAL (E.O.S.P.)			
Free Pratique Granted				HFO HS	HFO LS	MDO/MGO HS	
Pilot On Board River		10:42	24-May-19	315.8	MT	-	MT
Pilot Off <input checked="" type="checkbox"/> On <input type="checkbox"/> River		19:54	24-May-19	MDO/MGO LS	LUB OILS	WATER	
Pilot Off <input type="checkbox"/> On <input checked="" type="checkbox"/> Dock		19:12	24-May-19	424.3	MT	90445	LTRS 450 MT
Pilot Off <input checked="" type="checkbox"/> On <input type="checkbox"/> Dock		11:12	24-May-19	BUNKERS/LUBS/WATER RECEIVED			
Pilot Off <input type="checkbox"/> On <input checked="" type="checkbox"/> Dock		18:36	25-May-19	HFO HS	HFO LS	MDO/MGO HS	
Pilot Off Dock		19:42	25-May-19	-	MT	-	MT
Pilot on board River		18:24	25-May-19	MDO/MGO LS	LUB OILS	WATER	
Pilot Off River		21:54	25-May-19	-	MT	-	LTRS - MT
Anchored		15:42	20-May-19	ROB - SAILING			
Anchor Up		11:12	24-May-19	HFO HS	HFO LS	MDO/MGO HS	
Anchored		21:30	25-May-19	-	MT	-	MT
Anchor Up				MDO/MGO LS	LUB OILS	WATER	
Tug Boat(T.B) Fastened		19:12	24-May-19	-	MT	-	LTRS - MT
T.B: Fastened <input type="checkbox"/> Unfastened <input checked="" type="checkbox"/>		21:54	24-May-19	CARGO QUANTITY			
T.B: Fastened <input type="checkbox"/> Unfastened <input type="checkbox"/>				PARCEL 1	PARCEL 2	PARCEL 3	
T.B: Fastened <input type="checkbox"/> Unfastened <input type="checkbox"/>						BBLs	
T.B: Unfastened						MT	
First Line Ashore		19:54	24-May-19			LT	
All Fast		21:48	24-May-19	V.E.F. APPLIED			
Commenced Unmooring		19:00	25-May-19			BBLs	
Completed Unmooring - Left Dock		19:24	25-May-19			MT	
Commenced Gauging		17:24	25-May-19			LT	
Completed Gauging		18:12	25-May-19	STS OPERATION	TIME	DATE	
Calculations Completed				STS CHECK LIST 2			
Commenced Gauging				STS CHECK LIST 3			
Completed Gauging				STS CHECK LIST 4			
Calculations Completed				STS CHECK LIST 5			
Commenced Gauging				REMARKS/STOPPAGES /DELAYS/REASON OF (e.g. Delays of commencement of operation, cargo docs delay, etc)			
Completed Gauging							
Calculations Completed							
Commenced Gauging							
Completed Gauging				Fm: 23/May/2019 at 16:00 Hrs Lt NOR Tendered			
Calculations Completed				To: 24/May/2019 at 10:42 Hrs Lt POB			
Final API received							
Documents on board				Fm: 25/May/2019 at 13:30 Hrs Lt			
Signed Cargo Documents				To: 25/May/2019 at 15:00 Hrs Lt Internal stripping			
Hoses Connect <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/> Commenced		22:00	24-May-19				
Hoses Connected <input checked="" type="checkbox"/> Disconnect <input type="checkbox"/>		22:30	24-May-19				
Hoses Connect <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/> Commenced		17:42	25-May-19				
Hoses Connected <input type="checkbox"/> Disconnect <input checked="" type="checkbox"/>		18:00	25-May-19				
Deballasting <input type="checkbox"/> Ballasting <input type="checkbox"/> Commenced		23:30	24-May-19				
Deballasting <input type="checkbox"/> Ballasting <input type="checkbox"/> Completed		17:00	25-May-19				
Loading <input type="checkbox"/> Discharge <input checked="" type="checkbox"/> Lightering <input type="checkbox"/> Commenced		23:18	25-May-19				
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Loading <input type="checkbox"/> Discharge <input checked="" type="checkbox"/> Lightering <input type="checkbox"/> Completed		17:24	25-May-19				
Shifted From:							
To:							
Commenced Sea Passage							



MASTER

AGENT

TERMINAL

RECEIPT ONLY

INSPECTOR

EREUS SHIPPING S.A.

Issue Date:07.09.2011

IRAEUS

Rev.00

LETTER OF PROTEST**MESSRS:**

PES - FORT MIFFLIN

VESSEL : M/T SPEEDWAY**PORT : BIGSTONE ANCHORAGE, USA****DATE : 25 / May / 2019**

Dear Sirs,

Re : Delays/ Stoppages imposed by Terminal

This is to bring to your kind attention that the following delays/stoppages imposed by your Terminal to the above named vessel during her present call at Fort Mifflin

From:		To:		Due to:
Date	Time	Date	Time	
23-May-19	16:00 hrs	24-May-19	10:42 hrs	From NOR tendered to Pilot on Board
25-May-19	13:30 hrs	25-May-19	15:00 hrs	Discharging interrupted for internal stripping
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	

Therefore, on behalf of the named vessel, her Owners and Charterers, I hereby lodge Protest, holding you solely responsible for any costs, damage, or claims arising from the aforesaid, and reserve the rights to take all actions as may be considered necessary to protect the interest of those parties.

Kindly acknowledge receipt of this letter and oblige accordingly.

Yours faithfully,

Captain EVANGELOS CHIOTISMaster M/T SPEEDWAY

Acknowledged and accepted by: _____ Sign

Date: _____ Time: _____ Local

Name: _____ In CAPITAL LETTERS

PIRAEUS SHIPPING S.A.
PIRAEUS

Issue Date: 07.09.2011
Rev.00

LETTER OF PROTEST

MESSRS:

PES - FORT MIFFLIN

VESSEL : M/T SPEEDWAY

PORT : BIGSTONE ANCHORAGE, USA

DATE : 25 / May / 2019

Dear sirs,

Re: Delay in Discharging due to limited Discharging rate requested.

Please be informed that during discharging the cargo NKOSSA Crude Oil due to limited capacity of your lines, the back pressure on ship's manifolds maintained all times as maximum requested by terminal 20000 BBLS/HR and the discharging rate calculated about 16217 BBLS/HR

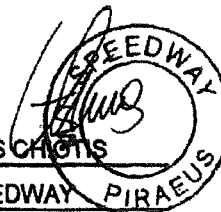
Due to the above mentioned discharging limitation my vessel has been delayed at your port and the total time required to discharge her cargo of NKOSSA Crude Oil exceeded the target time in accordance with her normal discharging rate 75478 BBLS/HR

Therefore I serve you this notice that I hold you as cargo receivers fully responsible for all costs, expenses and losses for extra time used for discharge NKOSSA Crude Oil and the consequences as well as that may arise by this reason, reserving the rights of my Owners Charterers and/or Agents to claim accordingly in due time.

Yours faithfully,

Captain EVANGELOS CHOTIS

Master M/T SPEEDWAY



Acknowledged and accepted by: _____ Sign

Date: _____ Time: _____ Local

Name: _____ in CAPITAL LETTERS

NEREUS SHIPPING S.A.
PIRAEUS

Issue Date: 07.09.2011
Rev. 01/23.05.2014

PUMPING DATA

Vessel: M/TSPEEDWAY

Cargo: NK 0559 C.O.

Port: PHILADELPHIA, USA - EAST RIFFEN

DATE	TIME	NO.1 CARGO PUMP		NO.2 CARGO PUMP		NO.3 CARGO PUMP		MANIFOLDS PRESSURE Kgr/cm ² - PSI				Hourly Discharge Rate	Remarks (see below)
		RPM	Delivery Pressure Kgr/cm ² - PSI	RPM	Delivery Pressure Kgr/cm ² - PSI	RPM	Delivery Pressure Kgr/cm ² - PSI	No.1	No.2	No.3	No.4		
25 MAY 2019	08:12	—	—	1000	9,0	1000	9,0	6,0	6,0	6,0	—	—	STOPPED CARGO
25 MAY 2019	09:00	—	—	1000	9,0	1000	9,0	6,0	6,0	6,0	—	—	B
25 MAY 2019	10:00	—	—	1000	9,0	1000	9,0	6,0	6,0	6,0	—	27654	B
25 MAY 2019	10:18	—	—	900	7,5	900	7,5	4,5	4,5	4,5	—	—	G
25 MAY 2019	11:00	—	—	800	6,0	800	8,0	3,0	3,0	3,0	—	25834	G
25 MAY 2019	11:06	—	—	800	6,0	1100	11,5	2,5	2,5	2,5	—	—	G-C-F
25 MAY 2019	12:00	—	—	650	5,0	1100	11,5	1,7	1,7	1,7	—	15603	F-G
25 MAY 2019	13:00	—	—	650	5,0	1100	11,5	1,7	1,7	1,7	—	10789	F-G
25 MAY 2019	13:30	—	—	—	—	1100	11,5	—	—	—	—	—	C-D-F
25 MAY 2019	15:00	—	—	—	—	650	5,0	1,3	1,3	1,3	—	—	G-H
25 MAY 2019	16:00	—	—	—	—	650	5,0	1,2	1,2	1,2	—	4681	G-H
25 MAY 2019	16:54	—	—	—	—	—	—	—	—	—	—	2332	J

Remarks Code:

"A" Stop Discharge at Shore request
"E" Slow Discharge by Vessel
"J" Discharging Lines through MARPOL

"B" Slow Discharge at Shore Request
"F" Stripping Educting Cargo tanks

"C" Crude Oil Washing
"G" Low Level Tanks

"D" Stop Discharge by Vessel
"H" Discharging Slope

Terminal Representative

SIKAVAROS KONSTANTINOS
Chief Officer

Vessel's Folder: FIXTURE, OP-16

OP.31 TANKERS

Page 2 of 2

NEREUS SHIPPING S.A.
PIRAEUS

Issue Date: 07.09.2011
Rev. 01/23.05.2014

PUMPING DATA

Vessel: M/T SPEEDWAY

Cargo: N KOSKA C.O.

Port: PHILADELPHIA WEA - FORT MYERLIN

DATE	TIME	NO.1 CARGO PUMP		NO.2 CARGO PUMP		NO.3 CARGO PUMP		MANIFOLDS PRESSURE Kgr/cm ² - PSI				Hourly Discharge Rate	Remarks (see below)
		RPM	Delivery Pressure Kgr/cm ² - PSI	RPM	Delivery Pressure Kgr/cm ² - PSI	RPM	Delivery Pressure Kgr/cm ² - PSI	No.1	No.2	No.3	No.4		
24 MAY 2019	2318	650	5.0	—	—	—	—	2.0	2.0	2.0	—	—	B
24 MAY 2019	2326	650	5.0	650	5.0	—	—	2.2	2.2	2.2	—	—	B
24 MAY 2019	2342	650	5.0	650	5.0	650	5.0	2.3	2.3	2.3	—	—	B
24 MAY 2019	2348	750	5.5	750	5.5	750	5.5	3.0	3.0	3.0	—	—	B
24 MAY 2019	2359	800	6.0	800	6.0	800	6.0	3.5	3.5	3.5	—	—	B
25 MAY 2019	0001	800	6.0	800	6.0	800	6.0	3.5	3.5	3.5	—	7.666	B
25 MAY 2019	0100	800	6.0	800	6.0	800	6.0	3.5	3.5	3.5	—	18881	B
25 MAY 2019	0200	800	6.0	800	6.0	800	6.0	3.5	3.5	3.5	—	18218	B
25 MAY 2019	0300	800	6.0	800	6.0	800	6.0	3.5	3.5	3.5	—	17334	B
25 MAY 2019	0400	800	6.0	800	6.0	800	6.0	3.5	3.5	3.5	—	18635	B
25 MAY 2019	0420	1100	11.0	800	6.0	800	6.0	3.5	3.5	3.5	—	—	B-C
25 MAY 2019	0500	1100	11.0	800	6.0	800	6.0	3.5	3.5	3.5	—	12429	B-C
25 MAY 2019	0600	1100	11.0	800	6.0	800	6.0	3.5	3.5	3.5	—	16707	B-C
25 MAY 2019	0700	1100	11.0	900	7.5	900	7.5	4.5	4.5	4.5	—	18281	B-G
25 MAY 2019	0800	1100	11.0	1000	9.0	1000	9.0	6.0	6.0	6.0	—	21.058	B-F

Remarks Code:

"A" Stop Discharge at Shore request
"E" Stop Discharge by Vessel
"J" Discharging Lines through MARPOL

"B" Slow Discharge at Shore Request
"F" Stripping Educting Cargo tanks

"C" Crude Oil Washing
"G" Low Level Tanks

"D" Stop Discharge by Vessel
"H" Discharging Slops

Terminal Representative

SIKAVARAS KONSTANTINOS
Chief Officer

Vessel's Folder: FIXTURE, OP-16

OP.31 TANKERS

Page 1 of

EXHIBIT 10

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NEW YORK, NY 10165
(212) 354-0025
FAX: (212) 869-0067

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July 18, 2019

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Peter Perri
Poten & Partners, Inc.
805 Third Ave.
New York, NY 10022

**Re: M/T SPEEDWAY
PES Charter Party dated April 10, 2019**

Dear Sirs:

We are attorneys for Skyview Marine Co. SA and Nereus Shipping SA, the Owners and Managers, respectively of the M/T SPEEDWAY in regard to a dispute arising out of the above-referenced charter party with Philadelphia Energy Solutions as Charterers for unpaid demurrage at loading and discharging totaling \$124,739.77 and heating expenses of \$45,504.60 arising under the above-referenced charter party.

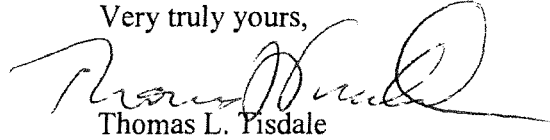
In accordance with Sun Clauses, Clause 8 and ASBATANKVOY form Clause 24 of Part 2, Owners hereby demand arbitration of Charterers and appoint George Tsimis, Esq. as its party appointed arbitrator. Mr. Tsimis' details are as follows:

George J. Tsimis
GJT Marine Consultants, LLC
212 Ryder Road
Manhasset, NY 11030
Tel: 917 306 7721
gtsimis@gjtmarine.com

Notice is hereby given that you have 20 days to appoint your party nominated arbitrator or, in accordance with Clause 24, a second arbitrator will be appointed on your behalf.

We await your earliest response.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Thomas L. Fisdale', with a large, stylized loop at the end.

Thomas L. Fisdale

mt

cc: gtsimis@gjtmarine.com
George J. Tsimis

EXHIBIT 11

[Menu](#)[History](#) [Refining Process](#)

The Philadelphia Refining Complex includes the Point Breeze and Girard Point refineries.

Together, these facilities comprise the largest refining complex on the Eastern seaboard.

It was established as a bulk petroleum storage facility in 1866, when the petroleum industry was still in its infancy, and began refinery operations in 1870.

The refining complex produces a wide range of fuels for markets in the northeastern United States. Among our various products are gasoline, low-sulfur diesel, jet fuel, kerosene, butane, propane, home heating oil and the petrochemical cumene. We utilize ethanol and biodiesel as important components of our products.

With its combined 335,000 barrels per day of crude oil processing capacity, PES' refining complex business produces approximately 110 million barrels of refined products annually.

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Philadelphia Energy Solutions
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PES Headquarters
1735 Market Street, 11th Floor
Philadelphia, PA 19103
215-339-1200

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PES Refining Complex

3144 West Passyunk Avenue

Philadelphia, PA 19145

215-339-2000